

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.31
(ID # 27319)

MEETING DATE:
Tuesday, June 24, 2025

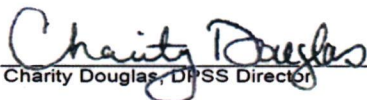
FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Professional Services Agreement DPSS-0005360 with SurveyMonkey, Inc for the purchase of thirty-five (35) SurveyMonkey Enterprise subscription licenses, without seeking competitive bids, effective July 2, 2025 through July 1, 2030. All Districts; [Total Cost: \$287,238; up to \$28,724 in additional compensation; Federal 52%, State 20%, General Funds 5%, Realignment 23%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement DPSS-0005360 with SurveyMonkey, Inc. for the purchase of thirty-five (35) SurveyMonkey Enterprise subscription licenses, without seeking competitive bids, effective July 2, 2025 through July 1, 2030; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent to issue a Purchase Order for good and/or services that do not exceed the approved amounts; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement.

ACTION:Policy

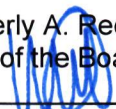

Charity Douglas, DPSS Director

6/4/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 24, 2025
xc: DPSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 56,992	\$ 56,992	\$ 287,238	\$ 0
NET COUNTY COST	\$ 2,850	\$ 2,850	\$ 14,362	\$ 0
SOURCE OF FUNDS: Federal 52%, State 20%, General Funds 5%, Realignment 23%			Budget Adjustment:	No
			For Fiscal Year:	25/26 - 29/30

C.E.O. RECOMMENDATION: Approve

Background:

The Department of Public Social Services (DPSS) is entering into a contract with Survey Monkey. This board action requests approval of the assigned Single Source Justification (25-186). SurveyMonkey is utilized to survey internal and external clients' overall satisfaction with programs and services provided by DPSS and to assist DPSS management to analyze key factors to improve client satisfaction. SurveyMonkey Enterprise allows for secure connection of survey data with business applications.

SurveyMonkey provides DPSS with the Application Programming Interface (API), which allows DPSS to create apps from scratch and automate workflows. API also provides dynamic access to survey creation, retrieval, and distribution functionality, along with deep insights into responses. SurveyMonkey's exclusive HIPAA-compliant features allows DPSS to safeguard the security of protected health information they collect through online surveys.

SurveyMonkey has proven to be a vital tool for continued quality improvement.

Impact on Residents and Businesses

DPSS is in constant search on how to achieve desired outcomes and maintain high quality customer service to the residents of Riverside County. SurveyMonkey is a vital tool to analyze unbiased opinions of the overall quality of customer service provided. SurveyMonkey also helps to increase employee's proficiency by obtaining feedback and utilizing data to streamline and make the work environment more efficient. Retaining the SurveyMonkey services will allow DPSS to continue to secure continuous quality improvement for its employees and Riverside County residents.

Additional Fiscal Information

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 2, 2025 through July 1, 2026	\$ 56,991.62
July 2, 2026 through July 1, 2027	\$ 56,991.62
July 2, 2027 through July 1, 2028	\$ 56,991.62
July 2, 2028 through July 1, 2029	\$ 58,131.44
July 2, 2029 through July 1, 2030	\$ 58,131.44
Total	\$ 287,238

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

SurveyMonkey products and services are exclusively provided by SurveyMonkey. Currently, there is only one (1) third party reseller of SurveyMonkey licenses. However, reseller costs are higher due to reseller mark-up fees. Cost discounts are achieved by purchasing directly from Survey Monkey.

ATTACHMENT

- A. Sole Source Procurement, SSJ Tracking # 25-186**
- B. Agreement DPSS-0005360 with SurveyMonkey**

 Stacy Orton, Assistant Director of Purchasing	6/6/2025	 Stacey Pena, EO Management Analyst	6/17/2025
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 Gregg Gu, Chief of Deputy County Counsel	6/9/2025
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Order Form

Order ID: Q-174268
SM contracting entity: SurveyMonkey Inc.
FEIN: 37-1581003

Date Prepared: April 2, 2025
Prepared by: Renewals Team
Offer expires: June 30, 2025

Customer Details

Organization name:	The County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services	Billing contact name:	DPSS Accounts Payable
Business contact name:	Monica Mathis	Billing email:	dpss_accounts_payable@rivco.org
Business contact email:	mmathis@rivco.org	Billing phone:	(951) 358-3000
Business contact phone:	(951) 358-3000	Billing address:	Riverside County Department of Public Social Services Accounts Payable 4060 County Circle Drive, Riverside, California 92503, United States
Business address:	Riverside County Department of Public Social Services 4060 County Circle Drive, Riverside, California 92503, United States		

Order Details

Subscription Start Date:	July 2, 2025	Term (In Months):	60
Subscription End Date:	July 1, 2030	Invoice Schedule:	Annual
Currency:	USD	Payment Terms:	Net 30

Subscription Products:

Product Name	Product Attributes	QTY	Start Date	End Date	Sale Price	Total Product Price
SurveyMonkey Enterprise - Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 10k responses/year. Power Users can access all platform features. Power User overages are charged at the then current list price of the SurveyMonkey Enterprise-Add'l Power User Bundle SKU	1	7/2/2025	7/1/2026	8,254.73	8,254.73
SurveyMonkey Enterprise - Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 10k responses/year. Power Users can access all platform features. Power User overages are charged at the then current list price of the SurveyMonkey Enterprise-Add'l Power User Bundle SKU	1	7/2/2026	7/1/2027	8,254.73	8,254.73
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SurveyMonkey Enterprise - Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 10k responses/year. Power Users can access all platform features. Power User overages are charged at the then current list price of the SurveyMonkey Enterprise-Add'l Power User Bundle SKU	1	7/2/2029	7/1/2030	8,419.82	8,419.82
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	3	7/2/2025	7/1/2026	3,537.74	10,613.22
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	3	7/2/2026	7/1/2027	3,537.74	10,613.22
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	3	7/2/2027	7/1/2028	3,537.74	10,613.22
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	3	7/2/2028	7/1/2029	3,608.49	10,825.47
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	3	7/2/2029	7/1/2030	3,608.49	10,825.47
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	1	7/2/2025	7/1/2026	3,537.74	3,537.74
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	1	7/2/2026	7/1/2027	3,537.74	3,537.74
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	1	7/2/2027	7/1/2028	3,537.74	3,537.74
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	1	7/2/2028	7/1/2029	3,608.49	3,608.49
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	1	7/2/2029	7/1/2030	3,608.49	3,608.49
SurveyMonkey Enterprise - HIPAA Compliance	The HIPAA compliance add-on covers all Power User seats in the organization under the SurveyMonkey Enterprise plan. HIPAA compliance features enables covered entities to collect and manage PHI through surveys in a manner compliant with HIPAA.	1	7/2/2025	7/1/2026	28,891.55	28,891.55
SurveyMonkey Enterprise - HIPAA Compliance	The HIPAA compliance add-on covers all Power User seats in the organization under the SurveyMonkey Enterprise plan. HIPAA compliance features enables covered entities to collect and manage PHI through surveys in a manner compliant with HIPAA.	1	7/2/2026	7/1/2027	28,891.55	28,891.55

Product Name	Product Attributes	QTY	Start Date	End Date	Sale Price	Total Product Price
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SurveyMonkey Enterprise - HIPAA Compliance	The HIPAA compliance add-on covers all Power User seats in the organization under the SurveyMonkey Enterprise plan. HIPAA compliance features enables covered entities to collect and manage PHI through surveys in a manner compliant with HIPAA.	1	7/2/2029	7/1/2030	29,469.38	29,469.38
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	2	7/2/2025	7/1/2026	2,847.19	5,694.38
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	2	7/2/2026	7/1/2027	2,847.19	5,694.38
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	2	7/2/2027	7/1/2028	2,847.19	5,694.38
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	2	7/2/2028	7/1/2029	2,904.14	5,808.28
SurveyMonkey Enterprise - Add'l Power User Bundle	Annual subscription to 5 Power Users, unlimited Casual Users, and 5k responses/year. Power Users can access all platform features	2	7/2/2029	7/1/2030	2,904.14	5,808.28
Total:						USD 287,237.74

Subtotal:	USD 287,237.74
Estimated Tax:	USD 0.00
Total:	USD 287,237.74

Terms

This Order Form and the products and services ordered hereunder are subject to and form part of the Governing Services Agreement located at <https://www.surveymonkey.com/mp/legal/gsa/> ("GSA"). This Order Form is effective when signed by all parties.

Fees at Renewal: Fees for each renewal term will increase by seven percent (7%) over the immediately preceding term (exclusive of sales tax).

Special Terms (these supersede any provisions to the contrary in the Applicable Terms)

Annual Invoice Schedule:

Year 1 = \$56,991.62
Year 2 = \$56,991.62
Year 3 = \$56,991.62
Year 4 = \$58,131.44
Year 5 = \$58,131.44

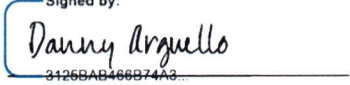
Notwithstanding anything to the contrary contained in Section 3.1(b) of the GSA, the subscription ordered under the attached Order Form is for the term specified above and does not automatically renew. Any renewal of the subscription must be by written agreement between the parties.

Signatures

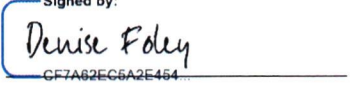
**County of Riverside, a political subdivision
of the State of California**

Signature: V. Manuel Perez
Name: V. Manuel Perez
Title: Chair of the Board
Date signed: 06/25/2025

SURVEYMONKEY

Signature: 
Name: Danny Arguello
Title: Director, Revenue Accounting
Date signed: May 7, 2025

ATTEST:
Clerk of the Board
By: Whitney Mayo, Deputy

Legal approved by: 
Name: Denise Foley
Date signed: May 2, 2025



Approval as to Form
Minh C. Tran
County Counsel

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel

Date: 05/29/2025

Governing Services Agreement

⚠ These terms apply to services available through SurveyMonkey's enterprise sales team. For services purchased on SurveyMonkey's websites please see our Terms of Use (<https://www.surveymonkey.com/mp/legal/terms-of-use/>).

Previous versions:

LAST UPDATED: July 15, 2024

Main Terms

ⓘ *These are the terms that will apply to your use of our Services. You should read these terms thoroughly.*

1. DEFINITIONS.

“Affiliate” means any entity which directly or indirectly controls, is controlled by or is under common control with an entity.

“Control” for purposes of the preceding sentence means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Article 28” means article 28 of the General Data Protection Regulation (Regulation (EU) 2016/679).

“Customer” or “you” means the customer accepting this Agreement and identified on the cover page of this Agreement.

“Customer Data” means all data (including Personal Data and End User data) that is provided to SurveyMonkey by, or on behalf of, Customer through Customer’s use of the Services, and any data that third parties submit to Customer through the

Services.

“CCPA” means the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 - 1798.199).

“Data Protection Impact Assessment” means a data protection impact assessment as referred to in article 35 of the General Data Protection Regulation (Regulation (EU) 2016/679).

“Data Protection Legislation” means (i) the GDPR and all other applicable EU, EEA or European single market Member State laws or regulations or any update, amendment or replacement of same that apply to processing of personal data under this Agreement; (ii) all U.S. laws and regulations that apply to processing of personal data under this Agreement including but not limited to CCPA; (iii) all laws and regulations that apply to processing of personal data under this Agreement from time to time in place in the United Kingdom and Canada, and the terms "controller", "data subject", "data protection impact assessment", "personal data", "process", "processing", "processor", "supervisory authority" have the same meanings as in the GDPR and with respect to CCPA (as defined above).

“End Users” means Customer’s employees, agents, independent contractors, and other individuals authorized by Customer to access and use the Services.


“Intellectual Property Rights” means current and future worldwide rights under patent, copyright, design rights, trademark, trade secrets, domain names and other similar rights, whether registered or unregistered.

“SurveyMonkey” means the SurveyMonkey entity defined in Section 14 (SurveyMonkey Contracting Entity).

“Order Form” means an order form, sales order, sales quote, or similar document referencing and made under this Agreement and signed by the parties.

“Personal Data” means information relating to a living individual who is, or can be, reasonably identified from information, either alone or in conjunction with other information (a "Data Subject"), within Customer’s control and which is stored, collected or processed within one of Customer’s SurveyMonkey End User accounts.

“Services” means the products and services offered by SurveyMonkey and ordered by Customer on an Order Form.

 *Some of our Services may also have additional terms that apply. You should read all those applicable terms as well.*

“SSTs” means service-specific terms that apply to specific Services located at

<https://www.surveymonkey.com/mp/legal/which-terms-apply/> (https://www.surveymonkey.com/mp/legal/which-terms-apply/?ut_source=legal&ut_source2=gsa&ut_source3=inline) and that are incorporated into and form a part of this Agreement.

“Standard Contractual Clauses” means the “Standard Contractual Clauses” annexed to the European Commission Decision of: (i) 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to GDPR or (ii) until such times as SurveyMonkey has entered into the Standard Contractual Clauses outlined at the 5 February 2010 for the Transfer of Customer Personal Data to Processors established in Third Countries under Directive 95/46/EC and where the UK GDPR applies, the applicable standard data protection clauses for processors adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (“UK SCCs”) or (iii) such other standard contractual clauses or contract terms as may be amended or approved now or in the future for the purposes of facilitating transfer of personal data across borders.

2. SERVICES.

2.1 Provision of Services. SurveyMonkey will provide the Services to Customer in accordance with this Agreement, including any Order Forms and any applicable SSTs.

2.2 Order Forms. The parties may enter into Order Forms under this Agreement to purchase Services. Customer’s Affiliates may enter into Order Forms under this Agreement. Any such Order Form may be signed by SurveyMonkey or a SurveyMonkey Affiliate pursuant to the requirements under Section 14. Any reference in the Agreement to “Customer” will refer to the Customer entity signing the Order Form and any reference in the Agreement to “SurveyMonkey” will refer to the SurveyMonkey contracting entity signing the Order Form. Each Order Form will incorporate the terms and conditions of this Agreement and will be a separate contract between the entities entering into the Order Form.

23 **Third-Party Services.** If Customer integrates the Services with any non-SurveyMonkey-provided third-party service (such as a third party's service that uses an application programming interface (API)), Customer acknowledges that such third-party service might access or use Customer Data and Customer permits the third-party service provider to access Customer Data as required for the interoperation of that third-party service with the Services. Customer is solely responsible for the use of such third-party services and any data loss or other losses it may suffer as a result of using any such services.

3. SaaS SERVICES.

3.1 License and Term.

(a) **License.** Where Services are sold to Customer as a subscription, SurveyMonkey grants Customer a non-exclusive, non-transferable worldwide right to access and use the Services during the subscription term, subject to the terms of this Agreement.

(b) **Subscription Term.** The initial term of each subscription is specified on the Order Form. Subscriptions will automatically renew at the end of each subscription term for additional periods equal to one year, unless either party gives the other written notice of non-renewal at least 30 days before the end of the then-current subscription term.

(c) **Subscription Units Added Mid-subscription Term.** An Order Form may be used to add more subscription units (e.g. seats, responses, programs, websites, apps, or packages) to a subscription during a subscription term. The per unit pricing for those additional subscription units will be at the then-current pricing. Any such additional subscription units will renew or terminate on the same date as the underlying subscription. Subscription units relating to a Service cannot be decreased during a subscription term for that Service.



We are always looking to innovate and make our Services better, so they may change. If that happens, we will send written notice to let you know before making the change.

4. SERVICE FEATURES.

4.1 Changes to Services. SurveyMonkey continually changes and improves the Services. SurveyMonkey will provide Customer with prior written notice if SurveyMonkey makes a change to the Service(s) resulting in a material decrease in core functionality used by SurveyMonkey's general customer base. In such event, the parties agree to work together to minimize the impact of such change to Customer.

5. FEES.

 *Our Services are not free. You have to pay for them.*

5.1 Fees. Customer will pay to SurveyMonkey all applicable fees for the Services specified in each Order Form. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancelable, and fees paid are not refundable.

5.2 Invoicing and Payment Terms. Payment terms shall be specified in each Order Form. An invoice will be issued upon execution of the Order Form. Multi-year orders and renewals will be invoiced on an annual basis.

 *Taxes are your responsibility. If you are exempt from paying taxes, please let us know and send us proof.*

5.3 Taxes. All amounts payable by Customer under this Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature (including value-added, sales, and use taxes, but excluding withholding taxes and taxes based on SurveyMonkey's income, property, or employees) ("Taxes") that may arise in connection with Customer's purchases under this Agreement. If any such Taxes arise, Customer will pay such Taxes in addition to all other amounts payable under this Agreement, unless Customer provides SurveyMonkey with a valid tax exemption certificate or

other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Customer is required by law to withhold any Taxes from its payments to SurveyMonkey for a SurveyMonkey tax liability, Customer must provide SurveyMonkey with an official tax receipt or other appropriate documentation to support such payments. If there is a SurveyMonkey tax liability or related SurveyMonkey tax penalty that is supported through an official tax receipt or other appropriate documentation provided by Customer to SurveyMonkey, then SurveyMonkey may gross-up Customer's invoice amount by the amount of the SurveyMonkey tax liability or related tax penalty.

5.4 Currency. All monetary amounts in this Agreement are denominated in the currency stated on the Order Form. Fee payments by Customer must be received by SurveyMonkey in the same currency as such fees were billed.


 *Please pay us on time. If you are 30 days late, then we will charge interest and may suspend the Services.*

5.5 Overdue Fees. SurveyMonkey may charge Customer interest on overdue fees (excluding amounts disputed reasonably and in good faith) at the rate of 1.5% per month (or the highest rate permitted by law, if less) on the amount overdue. If any good faith, undisputed amount owed by Customer is overdue by thirty (30) days or more, SurveyMonkey may limit functionality or suspend provision of Services to Customer until such amounts are paid in full.


5.6 Overage Fees. During the subscription term, SurveyMonkey may review usage of the Subscription and discuss with the Customer options for purchasing additional subscription units (e.g. seats, responses, programs, websites, apps, or packages). Customer agrees to pay for the additional subscription units at the then-current pricing.

6. CUSTOMER OBLIGATIONS.

6.1 Customer Responsibilities.

 *You need to create a customer account with a secure password to use our Services. Don't share passwords.*


(a) Account Security. Customer is responsible for maintaining the confidentiality of its own passwords and any other credentials used by it and its End Users to access the Services. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and will terminate any unauthorized use of which it becomes aware. Customer will notify SurveyMonkey promptly if Customer becomes aware of any unauthorized access to its accounts.

 *You are responsible for anything that happens under your accounts. If someone fraudulently uses your account, you are responsible for their actions.*

(b) End User Activities. Customer is responsible for ensuring that its End Users comply with this Agreement. Customer is responsible for the acts of its End Users and any activity occurring in its End User accounts (other than activity that SurveyMonkey is directly responsible for which is not performed in accordance with Customer's instructions).

(c) One Individual per Account. End User accounts and passwords may not be shared and may only be used by one individual per account.

Please read our Acceptable Uses Policy to understand what you can and cannot do when using our Services. In a nutshell,

 *no use of our services by minors, no reverse engineering our software, no spamming, no phishing, no hate speech, no pornography, no bullying, and no harassment.*

62 Acceptable Uses by Customer. Customer agrees to comply with the Acceptable Uses Policy located at <https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/> (<https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/>).

63 Third Party Requests. The parties may from time to time receive a request from a third party for records related to Customer's use of the Services, including information in a Customer End User account or identifying information about a

Customer End User, excluding Data Subject access requests as provided for under the GDPR (“Third Party Request”). Third Party Requests include search warrants, subpoenas, and other forms of legal process.

Customer is responsible for responding to Third Party Requests via its own access to the information, and will only contact SurveyMonkey if Customer is unable to obtain such information after diligent efforts. If SurveyMonkey receives a valid Third Party Request then, to the extent permitted by law, SurveyMonkey:

(a) may inform the third party issuing such request that it should pursue the request directly with Customer; and

(b) will: (i) promptly notify Customer of the Third Party Request; (ii) cooperate, at Customer’s expense, with Customer’s reasonable requests regarding Customer’s efforts to oppose a Third Party Request; and (iii) after providing Customer with an opportunity to respond to or oppose the Third Party Request, SurveyMonkey may fulfill that request if SurveyMonkey determines that it is required or permitted by law to do so.

We both agree to follow export and economic sanctions laws. You promise that you and your Affiliates are not on any of the lists that the U.S. government publishes of people and organizations that U.S. companies are not allowed to do business with.

64 Embargoes. Customer represents and warrants that it is not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by the United States or European Union applicable to the Services. Customer will ensure that: (a) its End Users do not use the Services in violation of any export restriction or embargo by the United States; and (b) it does not provide access to the Services to persons on the U.S. Department of Commerce’s Denied Persons List or Entity List, or the U.S. Treasury Department’s list of Specially Designated Nationals.

i *We can suspend our Services for several reasons: a) performing scheduled maintenance; b) you violate our Acceptable Uses Policy; c) to prevent material harm to you, or other customers or to SurveyMonkey; or d) it is required by law.*

i *We will try to let you know if we need to suspend your account(s) in advance if we can, but we cannot guarantee this.*

6.5 Suspension of Services. SurveyMonkey may limit or suspend the Services to perform scheduled maintenance or to stop a violation of Section 6.2 (Acceptable Uses by Customer), to prevent material harm to SurveyMonkey or its customers or as required by applicable law. SurveyMonkey will use reasonable endeavors to give Customer reasonable advance notice of any limitation or suspension so that Customer can plan around it or address the issue that has prompted SurveyMonkey to take such action. There may be some situations, such as security emergencies, where it is not practicable for SurveyMonkey to give such advance notice. SurveyMonkey will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

7. SECURITY AND PRIVACY.

i *The security of the data processed by SurveyMonkey is a top priority. This Section reflects the security obligations set out in Article 24 of the GDPR.*

7.1 Security. SurveyMonkey has, considering the state of the art, cost of implementation, the nature, scope, context and purposes of the Services, and the level of risk, implemented appropriate technical and organizational measures to enable a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to Customer Data. At reasonable intervals, SurveyMonkey tests and evaluates the effectiveness of these technical and organizational measures for enabling the security of the processing.

- Section 7.2 outlines what we are doing with your data. Please read this section carefully. The obligations in this Section reflect the requirements of a 'data processor' under Article 28 of the GDPR.

7.2 Data Protection. Where SurveyMonkey is processing Personal Data for Customer, SurveyMonkey will:

(a) only do so on documented Customer instructions and in accordance with applicable law, including with regard to transfers of Personal Data to other jurisdictions or an international organization, and the parties agree that this Agreement constitutes such documented instructions of the Customer to SurveyMonkey to process Customer Data;

- We rely on the Standard Contractual Clauses for data transfer outside of the EEA and the UK and we carry out any such transfer in a secure manner.

(b) to the extent applicable, for data transfers SurveyMonkey Europe UC relies upon the Standard Contractual Clauses and/or consent for personal data transfers to countries that do not have adequate levels of data protection as determined by the European Commission, United Kingdom or other jurisdictions which approve and require Standard Contractual Clauses;

(c) with respect to any transfers of Personal Data out of the European Economic Area (EEA), the United Kingdom or other country requiring Standard Contractual Clauses, that may be required in relation to or in connection with the Agreement and the provision of the Services hereunder, the parties shall comply with and be subject to all obligations imposed on a 'data importer' or 'data exporter' (as appropriate) as set out under the Standard Contractual Clauses;

(d) ensure that all SurveyMonkey personnel involved in the processing of Personal Data are subject to confidentiality obligations in respect of the Personal Data;

(e) make available information necessary for Customer to demonstrate compliance with its Article 28 obligations (if applicable to the Customer) where such information is held by SurveyMonkey and is not otherwise available to Customer

through its account and user areas or on SurveyMonkey websites, provided that Customer provides SurveyMonkey with at least 14 days' written notice of such an information request;

(f) cooperate as reasonably requested by Customer to enable Customer to comply with any exercise of rights by a Data Subject afforded to Data Subjects by Data Protection Legislation in respect of Personal Data processed by SurveyMonkey in providing the Services;

(g) provide assistance, where necessary with all requests received directly from a Data Subject in respect of a Data Subject's Personal Data submitted through the Services;

(h) upon deletion, by you, not retain Customer Personal Data from within your account other than in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes subject to our retention policies;

(i) cooperate with any supervisory authority or any replacement or successor body from time to time (or, to the extent required by the Customer, any other data protection or privacy regulator under Data Protection Legislation) in the performance of such supervisory authority's tasks where required;

(j) not store Personal Data (in a format that permits identification of relevant Data Subjects) for longer than is necessary for the purposes for which the data is processed save to the extent such retention is required for legitimate business purposes (with respect to, for example, security and billing), in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes; and

(k) where required by Data Protection Legislation, inform Customer if it comes to SurveyMonkey's attention that any instructions received from Customer infringe the provisions of Data Protection Legislation, provided that notwithstanding the foregoing, SurveyMonkey shall have no obligation to review the lawfulness of any instruction received from the Customer. If this provision is invoked, SurveyMonkey will not be liable to Customer under the Agreement for any failure to perform the applicable Services until such time as Customer issues new lawful Instructions with regard to the Processing; and

(l) assist Customer as reasonably required where Customer (i) conducts a data protection impact assessment involving the Services (which may include by provision of documentation to allow customer to conduct their own assessment); or (ii) is required to notify a Security Incident (as defined below) to a supervisory authority or a relevant data subject.

i *We are responsible for our subprocessors' actions. SurveyMonkey engages only trusted service providers to process personal data on our behalf. Sections 7.3, 7.4 and 7.5 reflect our obligations under Article 28 (2) and (4) of the GDPR.*

7.3 Use of Sub-processors. Customer provides a general authorization to SurveyMonkey to engage onward sub-processors, subject to compliance with the requirements in this Section 7. SurveyMonkey will, subject to any confidentiality provisions under this Agreement or otherwise imposed by SurveyMonkey:

(a) make available to Customer a list of the SurveyMonkey subprocessors ("Sub-processors") who are involved in processing or sub-processing Personal Data in connection with the provision of the Services, together with a description of the nature of services provided by each Sub-processor ("Sub-processor List"). A copy of this Sub-processor List may be accessed at https://www.surveymonkey.com/mp/legal/subprocessor-list/?ut_source=legal&ut_source2=general&ut_source3=inline (<https://www.surveymonkey.com/mp/legal/subprocessor-list/>);

(b) ensure that all Sub-processors on the Sub-processor List are bound by contractual terms that are in all material respects no less onerous than those contained in this Agreement; and

(c) be liable for the acts and omissions of its Sub-processors to the same extent SurveyMonkey would be liable if performing the services of each of those Sub-processors directly under the terms of this Agreement.

7.4 New / Replacement Sub-processors. SurveyMonkey will provide Customer with written notice of the addition of any new Sub-processor at any time during the term of the Agreement ("New Sub-processor Notice"). Customer will sign up to a mailing list at <https://smprivacy.wufoo.com/forms/zc3vu3b15nkrq1/> (<https://smprivacy.wufoo.com/forms/zc3vu3b15nkrq1/>) made available by SurveyMonkey through which such notices will be delivered by e-mail or alternatively will check on updates to the list at

https://www.surveymonkey.com/mp/legal/subprocessor-list/?ut_source=legal&ut_source2=general&ut_source3=inline

(<https://www.surveymonkey.com/mp/legal/subprocessor-list/>). If Customer has a reasonable basis related to data protection to object to SurveyMonkey's use of a new or replacement Sub-processor, Customer will notify SurveyMonkey promptly in writing and in any event within 30 days after receipt of a New Sub-processor Notice. In the event of such reasonable objection, either Customer or SurveyMonkey may terminate the portion of any Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor (which may involve termination of the entire Agreement) with immediate effect by providing written notice to the other party.

SurveyMonkey will provide notice of any Security Incidents that may arise and cooperate with any investigations required by the Customer. This Section reflects our obligations as a 'data processor' under Article 33 (2) of the GDPR and Article 28 (f).

7.5 Security Incident. If SurveyMonkey becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, Personal Data ("Security Incident"), SurveyMonkey will notify Customer without undue delay. Such notification shall not be interpreted or construed as an admission of fault or liability by SurveyMonkey. A Security Incident does not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems. SurveyMonkey will also reasonably cooperate with Customer with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any information reasonably requested by Customer in relation to any Security Incident.

SurveyMonkey agrees to support the customer on an annual basis with an audit, if requested - as required under Article 28 (h) of the GDPR. This Section sets out the framework around any such audit.

7.6 Audits. Customer will provide SurveyMonkey with at least one month's prior written notice of any audit, which may be conducted by Customer or an independent auditor appointed by Customer (provided that no person conducting the audit shall be, or shall act on behalf of, a competitor of SurveyMonkey) ("Auditor"). The scope of an audit will be as follows:

(a) Customer will only be entitled to conduct an audit once per year unless otherwise legally compelled or required by a regulator with established authority over the Customer to perform or facilitate the performance of more than 1 audit in that same year (in which circumstances Customer and SurveyMonkey will, in advance of any such audits, agree upon a reasonable reimbursement rate for SurveyMonkey's audit expenses).

(b) SurveyMonkey agrees, subject to any appropriate and reasonable confidentiality restrictions, to provide evidence of any certifications and compliance standards it maintains and will, on request, make available to Customer an executive summary of SurveyMonkey's most recent annual penetration tests, which summary shall include remedial actions taken by SurveyMonkey resulting from such penetration tests.

(c) The scope of an audit will be limited to SurveyMonkey systems, processes, and documentation relevant to the processing and protection of Personal Data, and Auditors will conduct audits subject to any appropriate and reasonable confidentiality restrictions requested by SurveyMonkey.

(d) Customer will promptly notify and provide SurveyMonkey with full details regarding any perceived non-compliance or security concerns discovered during the course of an audit.

The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over the Customer, this Section 7.6 sets out the entire scope of the Customer's audit rights as against SurveyMonkey.




It is important that the Customer (as the 'data controller' under the GDPR and in line with Article 24 of the GDPR) has appropriately and lawfully collected any personal data so that SurveyMonkey can process it accordingly.

7.7 Customer Privacy Obligations. Customer shall ensure and hereby warrants and represents that it is entitled to transfer the Customer Data to SurveyMonkey so that SurveyMonkey may on behalf of Customer, lawfully process and transfer the Personal Data in accordance with this Agreement. Customer shall ensure that relevant Data Subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.


7.8 Types Data Processing. The parties agree that the purpose and nature of the processing of Personal Data, the types of Personal Data and categories of Data Subjects are as set out in Appendix A.

8. INTELLECTUAL PROPERTY.

 *What's yours is yours.*

8.1 Customer IP. As between the parties, the Customer retains ownership of all Intellectual Property Rights in the Customer Data. This Agreement does not grant SurveyMonkey any licenses or rights to the Customer Data except for the following:

(a) Customer grants SurveyMonkey and its affiliates a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, modify, display, and distribute Customer Data only for the limited purposes of providing the Services to Customer and improving the Services subject to the use of privacy minimization techniques such as de-identification and pseudonymization where possible and appropriate.

 *We are constantly improving our Services. Please let us know what you think about our Services. If you send us feedback, we can use it, and we don't owe you anything for it, except our appreciation and gratitude.*

(b) If Customer provides SurveyMonkey with feedback about the Services, SurveyMonkey may use that feedback and incorporate it into its products and services without any obligation to Customer.

i *What's ours is ours.*

82 **SurveyMonkey IP.** As between the parties, SurveyMonkey retains ownership of the Services and all related Intellectual Property Rights. No licenses or rights are granted to Customer by SurveyMonkey other than as expressly provided for in this Agreement. This Agreement does not grant the Customer any right to use SurveyMonkey's trademarks or other brand elements except as may be otherwise agreed in writing between the parties.

i *We can use your company's name, logo, and description of how you use our Services on our website, in earnings calls, and in marketing and promotional materials.*

83 **Publicity.** SurveyMonkey may identify Customer by name and logo as a SurveyMonkey customer on SurveyMonkey's website and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.

9. CONFIDENTIALITY.

i *While providing the Services to you, we both may need to share information that we do not want anyone else to know about. We both agree to follow these rules.*

9.1 **Definition.** "Confidential Information" means information disclosed by a party ("Discloser") to the other party ("Recipient") in connection with the use or provision of the Services that is either marked as confidential or would reasonably be considered as confidential under the circumstances. Customer's Confidential Information includes Customer Data. SurveyMonkey's Confidential Information includes the terms of this Agreement and any security information about the Services. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated

third party without restriction on disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.

i *If we get a subpoena or other legal order, we may have to disclose confidential info. We will try to give you prior notice.*

92 Confidentiality. The Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this Agreement, including to exercise the Recipient's rights and fulfill the Recipient's obligations under this Agreement; and (c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to affiliates, contractors, agents, and professional advisors who need to know it and have agreed in writing (or, in the case of professional advisors, are otherwise bound) to keep it confidential on terms comparable to those under this Section. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by law or legal process, but only after the Recipient, if permitted by law, uses reasonable efforts to notify the other party.

93 Return or Destruction of Confidential Information. Upon the termination or expiration of the Agreement and all Order Forms under the Agreement, each party will promptly return to the other party or destroy all Confidential Information of the other party in its possession or control within a reasonable amount of time in accordance with the Recipient's data destruction practices. Despite the termination or expiration of this Agreement, Recipient's confidentiality obligations with respect to the Confidential Information will survive for two (2) years after the date such Confidential Information was disclosed to Recipient (except with respect to any trade secrets identified by Discloser as such at the time of disclosure, where such confidentiality obligations will continue for as long as the information remains a trade secret).


10. WARRANTIES.

i *Our Services will perform and function as described in this GSA.*

10.1 Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) it will comply with all laws and regulations applicable to its provision or use of the Services. SurveyMonkey further represents and warrants that the Services shall conform to, and perform in accordance with, any applicable specifications, and shall otherwise be free from any material defects. SurveyMonkey shall provide the Services in a good and workmanlike manner, in accordance with industry standards, and with that standard of care, skill, and diligence normally provided by similar professionals in the performance of similar services.

10.2 Disclaimers. SURVEYMONKEY MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SURVEYMONKEY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. INDEMNIFICATION.

 *If you get sued because our Services violate someone else's intellectual property rights (IP Rights), just let us know and we will step into your shoes to defend that lawsuit and pay any damages awarded by the Court.*

11.1 By SurveyMonkey. If a third party claims that the Services SurveyMonkey provides to you infringe or misappropriate that party's Intellectual Property Rights, SurveyMonkey will defend you against that claim at its expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by SurveyMonkey. However, in no event will SurveyMonkey have any obligation or liability arising from: (a) use of any Services in a modified form or in combination with software, technologies, products, or devices not provided by SurveyMonkey or intended as part of the use of the Services; or (b) any content or data provided by Customer, End Users, or third parties; or (c) Services for which there is no fee or charge.

- If we get sued because you violate someone else's IP Rights or you violate the Acceptable Uses Policy, we expect you to step into our shoes to defend that lawsuit and pay any damages awarded by the Court.*

112 By Customer. If a third party claims that the Customer Data infringes or misappropriates that third party's Intellectual Property Rights or if Customer's use of the Services violates the SurveyMonkey Acceptable Use Policy, Customer will defend SurveyMonkey against any such claim or investigation at Customer's expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Customer.

- If we think our Services are infringing someone's IP Rights, then we may: 1) get you the right to continue to use our Services; or 2) replace with a non- infringing equivalent; or 3) modify our Services so they are no longer infringing.*

- If we can't do any of the options above, then we may suspend or terminate your use of the infringing Service and issue a pro rata refund of fees.*


113 Potential Infringement. If SurveyMonkey believes the technology used to provide the Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then SurveyMonkey may: (a) obtain the right for Customer, at SurveyMonkey's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe. If SurveyMonkey does not believe that the foregoing options are commercially reasonable, then SurveyMonkey may suspend or terminate Customer's use of the impacted Services and provide a pro rata refund of any fees prepaid by Customer applicable to the period following the termination of such Services.

- If you want to be indemnified, you must tell us about the lawsuit, cooperate, and let us handle the defense or settlement of the claim. If the terms of the settlement require you to pay money or admit fault, we won't settle the claim without*

getting your consent.

11.4 Indemnity Procedures. A party seeking indemnification will promptly notify the other party of the claim and reasonably cooperate with the other party (to the extent applicable) in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require that indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed) and (b) the indemnified party may join in the defense with its own counsel at its own expense. The provisions of this Section 11 state each party's entire liability and constitute the other party's sole and exclusive financial remedy for any indemnification claims. Notwithstanding the foregoing, nothing in this Agreement will prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

12. LIABILITY.

 *Neither of us owes the other any money for bad things that might indirectly result from our Services not working as intended.*

12.1 Consequential Damages Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, UNDER ANY THEORY OF LAW, INCLUDING TORT OR (B) LOSS OF OR DAMAGE TO: (i) DATA, (ii) BUSINESS, (iii) REVENUES, OR (iv) PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

i *In the event of a dispute, neither party will owe more than the amount you've paid or should have paid in the previous 12 months for the Services.*

i *We understand that you are especially concerned about breaches of confidentiality as well as security and privacy issues so we give you double the protection.*

122 **Liability Cap.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SURVEYMONKEY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("GENERAL CAP"). NOTWITHSTANDING THE FOREGOING, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS RELATED TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7 ("SECURITY AND PRIVACY") AND SECTION 9 ("CONFIDENTIALITY") ABOVE SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("ENHANCED CAP").

i *In these limited situations, we'll cover all your damages if we really mess things up while providing the Services.*

123 **Excluded Claims.** SECTIONS 12.1 AND 12.2 SHALL NOT APPLY TO CLAIMS RELATED TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS, (B) FRAUD OR WILFUL MISCONDUCT, (C) DEATH OR PERSONAL INJURY, OR (D) CUSTOMER'S OBLIGATION TO PAY ANY UNDISPUTED FEES OR INVOICES.

13. TERM AND TERMINATION.

i *Either of us may terminate this GSA for any reason 30 days after one of us tells the other in writing.*

13.1 Term of Agreement. The term of this Agreement starts on the Effective Date and shall remain in effect until either party terminates upon 30 days' written notice to the other party.

i *If either of us commits a serious violation of this contract and does not fix it within 30 days, the innocent party may terminate this GSA and all Order Forms.*

13.2 Termination for Cause. A party may terminate this Agreement (including all related Order Forms):


(a) 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

(b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.


i *If there are any Order Forms still in effect, then this GSA won't terminate until all Order Forms have expired or been terminated.*

13.3 Consequences of Termination of Agreement. If this Agreement terminates, any Order Forms in effect will remain in effect in accordance with their terms (including the terms of this Agreement that are incorporated by reference), but no new Order Forms may be entered into under this Agreement.


13.4 Consequences of Termination of Order Form.

 *If SurveyMonkey commits a serious violation of this contract, does not fix it within 30 days and you decide to terminate, we will give you a pro rata refund of fees paid.*

(a) If an Order Form is terminated by Customer due to SurveyMonkey's material breach, SurveyMonkey will provide Customer with a pro rata refund of any fees prepaid by Customer applicable to the period following the effective date of termination of that Order Form.

 *If you commit a serious violation of this contract, don't fix it within 30 days and we decide to terminate, you will still owe and must pay any unbilled and unpaid fees.*

(b) If an Order Form is terminated by SurveyMonkey due to Customer's material breach, Customer will remain liable to pay the full subscription fee outstanding on the effective date of termination of that Order Form. SurveyMonkey will invoice, and Customer will pay, any accrued but unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated.


 *You can choose to end this contract for no reason at all, whenever you like. However, you will still owe and must pay any unbilled and unpaid fees.*

(c) If an Order Form is terminated for convenience by Customer, Customer will remain liable to pay the full subscription fee outstanding on the effective date of termination of that Order Form. SurveyMonkey will invoice, and Customer will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated.

 *Some terms live on even after this GSA ends.*

13.5 Survival. The following Sections will survive any expiration or termination of this Agreement: 5 and 9 to 15.


14. SURVEYMONKEY CONTRACTING ENTITY.

 *If you are in the USA, you are contracting with SurveyMonkey Inc. If you are located outside the USA, you are contracting with SurveyMonkey Europe UC.*

14.1 SurveyMonkey Contracting Entity Table. In the table below, “Customer Location” refers to where Customer is located (as determined by Customer’s business address on the Order Form, if specified) and determines which table row applies to Customer:

Customer Location	Contracting Entity	Governing Law	Venue
United States	SurveyMonkey Inc., a Delaware corporation with Tax ID 37-1581003 located at 910 Park Pl, Suite 300, San Mateo, CA 94403, United States of America	California	San Francisco
Anywhere other than the United States	SurveyMonkey Europe UC, an Irish company with registered number 532327, located at. Ella House, Suite 40.4, 40 Merrion Square East, Dublin 2, D02 NP96, Ireland	Ireland	Dublin


(a) Contracting Entity. References to “SurveyMonkey” are references to the applicable Contracting Entity specified in SurveyMonkey Contracting Entity Table. The Services are provided by that contracting entity.

 *If there is a dispute that cannot be resolved amicably, let's meet in court in beautiful San Francisco, California, USA or amazing Dublin, Ireland.*

(b) Governing Law and Venue. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law above, without giving effect to any of its conflicts of laws rules or principles. The courts located in the applicable venue above will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement or its formation, interpretation, or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

15. GENERAL.

15.1 Amendments. This Agreement may only be amended if authorized representatives of each party agree in a signed writing.

 *Neither of us can transfer these obligations to someone else without the other party's permission. However, if we get acquired or sell this business, we can transfer these terms or our obligations under these terms without your permission.*

15.2 Assignment. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party; provided, however, that the sale of substantially all of the assets of a party (or any of its subsidiaries) or its acquisition by or merger into another company, shall not be deemed an assignment of this Agreement by such party. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

15.3 Counterparts. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will comprise a single instrument.

i *This GSA is the only set of terms that govern our relationship. Any additional terms (like those in tiny font attached to the bottom of a purchase order) that you provide will not be binding or valid.*

15.4 Entire Agreement. This Agreement (including any documents incorporated herein by reference to a URL or otherwise, and any Order Form or other agreement(s) executed between the parties in connection to this Agreement) constitutes the entire agreement between Customer and SurveyMonkey and it supersedes any other prior or contemporaneous agreements or terms and conditions, written or oral, concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by Customer, or in Customer's procurement, invoicing, or vendor onboarding portal do not apply to the Services, do not override or form a part of this Agreement, and are void.

i *Things happen beyond a party's control. In that case, we both have bigger issues to deal with and worry about. So, we both get a pass for not keeping our promises.*

15.5 Force Majeure. Neither SurveyMonkey nor Customer will be liable for any delay, inadequate performance or failure to perform any obligations under this Agreement to the extent caused by a condition (including, but not limited to, natural disaster, act of war or terrorism, earthquake, pandemic or health crisis, riot, governmental order, action or inaction, denial of service attack or utility or internet service provider failure, delay or disturbance) that was beyond the party's reasonable control.

i *These terms don't create any special relationship between us, like employer- employee, joint venture, or a partnership.*

15.6 Independent Contractors. The relationship between SurveyMonkey and Customer is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.

i *Just because we don't enforce some part of this GSA against you now doesn't mean we can't at a later date.*

15.7 No Waiver. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

15.8 Notices.

(a) Providing Notice. All notices must be in writing and will be deemed given when: (i) personally delivered, (ii) verified by written receipt, if sent by postal mail with verification of receipt service or courier, (iii) received, if sent by postal mail without verification of receipt, or (iv) verified by automated receipt or electronic logs if sent by email.

i *If you need to notify us, use our headquarters' address for mail and send a copy to legalnotices@surveymonkey.com.*

(b) Notices to SurveyMonkey. Notices to SurveyMonkey must be sent to SurveyMonkey Inc., 910 Park Pl, Suite 300, San Mateo, CA 94403, USA, marked to the attention of the Legal Department, with a copy to legalnotices@surveymonkey.com. Email is insufficient for providing non-routine legal notices (including indemnification claims, breach notices, and termination notices) ("Non-Routine Legal Notices") to SurveyMonkey. Customer may grant approvals, permission, extensions, and consents by email.

i *If we need to notify you, we'll send an email to your Primary Admin or your billing contact. For important legal notices, we can notify you by mail to the address you provide for your legal representative.*

(c) Notices to Customer. Notices to Customer may be sent to the email address associated with Customer's designated primary administrator for the relevant Service ("Primary Admin"). Billing-related notices (including notices of overdue payments) may be sent to the relevant billing contact designated by Customer. If Customer has provided contact details for legal notices on the cover page of this Agreement, any Non-Routine Legal Notices will be provided to such contact instead, with a copy to the email address associated with Customer's Primary Admin.

i *When you sign this GSA, you'll need to give us some info about your company. The info you provide must be accurate and kept up to date.*

(d) Keep Contact Details Current. Customer and its End Users must keep the contact details associated with their user accounts and billing contacts current and accurate and notify SurveyMonkey in writing of any changes to such details.

i *There are lots of documents referenced in this GSA. If there is a conflict, Section 15.9 tells you the order of importance of the documents.*

15.9 Precedence. If any conflict exists among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable SSTs. Any terms set forth under a "Special Terms" heading in any of the foregoing documents will take precedence over any other terms to the contrary in that document.

i *If any part of these terms is not enforceable, the rest of the terms will still be enforceable.*

15.10 Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed, and the remainder of terms will remain in full effect.

15.11 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Customer's End Users are not third-party beneficiaries to Customer's rights under this Agreement.

15.12 Language. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding.

16. GOVERNMENT TERMS.

i *If you're a government entity, these additional terms apply to your use of our Services.*

16.1 U.S. Government Terms.

(a) Federal Government Agencies. If Customer is a United States Federal Government Agency, the Amendment located at <https://www.surveymonkey.com/mp/legal/terms-of-use-federal-government/> (https://www.surveymonkey.com/mp/legal/terms-of-use-federal-government/?ut_source=legal&ut_source2=gsa&ut_source3=inline) applies to Customer, except that references to the “Agreement” in that Amendment are to be read as references to this Agreement, and references to “Content” will refer to Customer Data.

(b) Other U.S. Governmental Entities. If Customer is a different type of governmental entity in the United States, the Amendment located at <https://www.surveymonkey.com/mp/legal/terms-of-use-state-government/> (https://www.surveymonkey.com/mp/legal/terms-of-use-state-government/?ut_source=legal&ut_source2=gsa&ut_source3=inline) applies to Customer, except that references to the “TOU” and “Terms” in that Amendment are to be read as references to this Agreement.

17. CALIFORNIA CONSUMER PRIVACY ACT.

i *As your Service Provider, we do not sell your personal information.*

17.1 CCPA. Where SurveyMonkey is processing “Personal Information” for Customer as defined under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 - 1798.199) (“CCPA”) and in connection with California consumers, the parties hereby agree that SurveyMonkey is a “Service Provider” and Customer is the “Business”. As your Service Provider, SurveyMonkey will:

- (a) collect, retain, use, disclose and otherwise process Personal Information solely (1) to fulfill its obligations to Customer under this Agreement, on the Customer's behalf, (2) for the Customer's operational purposes, (3) for SurveyMonkey's internal use as permitted by Data Protection Legislation, (4) to detect data security incidents or protect against fraudulent or illegal activity, (5) as otherwise permitted under Data Protection Legislation and (6) for other notified purposes and for no other operational purposes;
- (b) cooperate as reasonably requested by Customer (at Customer's expense) to enable Customer to comply with obligations under the CCPA to respond to verifiable consumer requests to delete or access Personal Information processed by SurveyMonkey in providing the Services;
- (c) not sell Personal Information or otherwise disclose Personal Information for a commercial purpose; and
- (d) hereby certify that it understands the restrictions and obligations set forth in Cal. Civ. Code § 1798.140(w)(2) and will comply with them.

* * *

APPENDIX A

PURPOSES AND NATURE OF PERSONAL DATA PROCESSING, CATEGORIES OF PERSONAL DATA, DATA SUBJECTS

Purposes and Nature of Processing	SurveyMonkey may process Personal Data as necessary to technically perform the Services, including where applicable: <ul style="list-style-type: none">• Hosting and storage;• Backup and disaster recovery;
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- Technically improve the service;
- Service change management;
- Issue resolution;
- Providing secure, encrypted Services;
- Applying new product or system versions, patches, updates, and upgrades;
- Monitoring and testing system use and performance;
- Proactively detect and remove bugs;
- IT security purposes including incident management;
- Maintenance and performance of technical support systems and IT infrastructure;
- Migration, implementation, configuration and performance testing;
- Making product recommendations;
- Providing customer support; transferring data, and
- Assisting with Data Subject requests (as necessary).

Categories of Personal Data

The Customer may submit personal data to the Services, and may request for the Customer's respondents to submit personal data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, without limitation:

- Personal data of all types that may be submitted by the Customer's respondents to the Customer via user of the Services (such as via surveys or other feedback tools). For example: name, geographic location, age, contact details, IP address, profession, gender, financial status, personal preferences, personal shopping or consumer habits, and other preferences and other personal details that the Customer solicits or desires to collect from its respondents.
- Personal data of all types that may be included in forms and surveys hosted on the Services for the Customer (such as may be included in survey questions).

- The Customer's respondents may submit special categories of personal data to the Customer via the Services, the extent of which is determined and controlled by the Customer. For clarity, these special categories of Personal Data may include information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Data subjects include:

Data Subjects

- Natural persons who submit personal data to SurveyMonkey via use of the Services (including via online surveys and forms hosted by SurveyMonkey on behalf of the Customer);
- Natural persons whose personal data may be submitted to the Customer by Respondents via use of the Services;
- Natural persons who are employees, representatives, or other business contacts of the Customer;
- The Customer's users who are authorized by the Customer to access and use the Services.

Certificate Of Completion

Envelope Id: 6CFD9AF6-D64D-451F-8ACF-911DF0CF9D4E	Status: Delivered	
Subject: Complete with Docusign: DPSS-0005360 - County of Riverside DPSS OF 5 Year - Job Order-GSA_3.pdf		
Source Envelope:		
Document Pages: 36	Signatures: 0	Envelope Originator:
Certificate Pages: 4	Initials: 0	Kristen Pepperling
AutoNav: Enabled		1 Curiosity Way
Envelope Stamping: Enabled		San Mateo, CA 94403
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		kristenb@surveymonkey.com
		IP Address: 136.226.54.250

Record Tracking

Status: Original	Holder: Kristen Pepperling	Location: DocuSign
5/8/2025 9:03:00 AM	kristenb@surveymonkey.com	

Signer Events

Signature	Timestamp
Alex Gonzalez	Sent: 5/8/2025 9:09:31 AM
ALexgonz@RIVCO.ORG	Viewed: 5/8/2025 9:29:38 AM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Accepted: 5/8/2025 9:29:38 AM
 ID: 55729620-59c1-4690-9985-6b288e38c5b2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/8/2025 9:09:31 AM
Certified Delivered	Security Checked	5/8/2025 9:29:38 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SurveyMonkey Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SurveyMonkey Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kerryw@surveymonkey.com

To advise SurveyMonkey Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kerryw@surveymonkey.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from SurveyMonkey Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kerryw@surveymonkey.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SurveyMonkey Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kerryw@surveymonkey.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SurveyMonkey Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SurveyMonkey Inc. during the course of my relationship with you.



Administrative Office
4060 County Circle Drive, Riverside, CA 92503
951.358.3000 FAX: 951.358.3036
www.dpss.co.riverside.ca.us

Charity Douglas, Director

Date: May 19, 2025

From: Charity Douglas, Director of the Department of Public Social Services (DPSS)

To: Purchasing Agent – Monica Mathis

Via: Alex Gonzalez, Contracts and Grants Analyst, 951-358-6078
(AlexGonz@rivco.org)

Subject: Sole Source Procurement: Request for Agreement with SurveyMonkey, for the acquisition of thirty-five (35) SurveyMonkey Enterprise subscription licenses.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: Supplemental Statement to the SurveyMonkey Sole Source Letter

1. Requested Supplier Name: **SurveyMonkey** Supplier ID: **264610**

a. Describe the goods/service being requested:

This request is for a five-year agreement for the acquisition of thirty-five (35) SurveyMonkey Enterprise subscription licenses that include Application Programming Interface (API) and HIPAA compliance add-on.

b. Explain the unique features of the goods/services being requested from this supplier:

All DPSS divisions utilize SurveyMonkey to survey internal and external clients' overall satisfaction with our programs and services and to assist DPSS management to analyze key factors that help improve overall client satisfaction.

SurveyMonkey Enterprise allows for secure connection of survey data with business applications.

SurveyMonkey provides DPSS with the API which is a set of rules and specifications that allows different software applications to communicate and interact with each other. API allows DPSS to create applications from scratch to integrate SurveyMonkey's survey creation, retrieval, and distribution functionality into their own applications, enabling automation and data access, along with deep insights into responses. SurveyMonkey's exclusive HIPAA-compliant features allow DPSS to safeguard the security of protected health information collected through online surveys.

SurveyMonkey has proven to be a vital tool for continued quality improvement.

c. What are the operational benefits to your department?

With SurveyMonkey, DPSS can manage multiple users and gain visibility into all survey data collected with administration controls and dashboards. It is used by multiple DPSS divisions to:

- assess and understand DPSS program outcomes by gathering feedback from stakeholders.
- gather employee feedback and seek ways to increase productivity.
- create, distribute and analyze surveys to executives and the state for decision-making.
- reduce the learning curve.
- allow advanced insights for data-driven decision making.
- to analyze unbiased opinions of overall customer service. By retaining the SurveyMonkey services, DPSS will continue to secure continuous quality improvement.

d. Provide details on any cost benefits/discounts.

In the Sole Source Letter dated March 15, 2024, SurveyMonkey confirmed that all products and services are provided exclusively by SurveyMonkey. Currently, SHI is the only third-party reseller of SurveyMonkey licenses, their pricing includes additional reseller markup fees, resulting in higher overall costs. Based on quotes received from SurveyMonkey and SHI in January 2025, for a one (1) year license term, the price comparison is as follows (note: a multi-year quote was requested from SHI but was not provided):

1. SurveyMonkey Inc. - \$56,991.62 / year
2. SHI - \$62,544.65 / year

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	FY <u>27/28</u>	FY <u>29/30</u>	Total
One-time Costs:	\$ 56,991.62	\$ 56,991.62	\$ 56,991.62	\$ 58,131.44	\$ 58,131.44	\$ 287,237.74
Additional Compensation Costs (up to 10%):	\$ 5,699.16	\$ 5,699.16	\$ 5,699.16	\$ 5,813.14	\$ 5,813.14	\$ 28,723.76
Total Costs	\$ 62,690.78	\$ 62,690.78	\$ 62,690.78	\$ 63,944.58	\$ 63,944.58	\$ 315,961.50

5. Period of Performance: 7/2/2025 to 7/1/2030

Ratify Start Date (if applicable): n/a

Initial Term Start Date: 7/2/2025 End Date: 7/1/2030

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: 7/1/2030

6. Projected Board of Supervisor Date (if applicable): 6/3/2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

CHARITY DOUGLAS

Charity Douglas

05/28/2025

Print Name

Department Head Signature
(Executive Level Designee)

Date

.....

PCS Reviewed:

Monica Mathis

Print Name

Monica Mathis

Signature

5/28/2025

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 315,961.50

Aggregate Amount \$ _____

Stacy Orton

Purchasing Agent Signature

06/04/2025

Date

25-186

Tracking Number

(Reference on Purchasing Documents)