

Order Confirmation



Effective Date: _____

Meltwater Services

<input checked="" type="checkbox"/> Meltwater Lite (Sep 01, 2022 - Aug 31, 2023)
<ul style="list-style-type: none"> ▪ Users: Access by up to 2 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes. ▪ Searches: 5 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post. ▪ Dashboards: 2 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets. ▪ Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets. ▪ Sources: News and social media monitoring. News search results from all sources tracked by Meltwater worldwide. ▪ Extras: Tagging, translation and distribution of search results. ▪ Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages. ▪ Alerts: Twitter Influencer (twitter only) and Top reach (news only) are included. Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App. ▪ Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users. ▪ Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and Search Results. ▪ Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

<input checked="" type="checkbox"/> Premium Social Package (Sep 01, 2022 - Aug 31, 2023)
<ul style="list-style-type: none"> ▪ Social media content package for use with searches and dashboard analytics in Meltwater platform. ▪ Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections. ▪ Search results can be visualized alongside other content types in integrated dashboards. ▪ Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes. ▪ Sentiment rating for all results using Natural Language Processing. (selected languages only) ▪ Search results can be exported in PDF, Image or Excel formats.(selected languages only) ▪ Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

<input checked="" type="checkbox"/> Broadcast Local (Sep 01, 2022 - Aug 31, 2023)
<ul style="list-style-type: none"> ▪ Streaming with monitoring coverage in the state of California. ▪ Searchable Broadcast content database from one US state within the Meltwater Platform. ▪ Clips can be edited and shared with colleagues. ▪ Broadcast content can be added to widgets for analysis and benchmarking.

<input checked="" type="checkbox"/> Broadcast Archive (Sep 01, 2022 - Aug 31, 2023)

- Unlimited storage of full and/or edited, saved broadcast clips in URL format
- Ability to share internally in URL format for re-viewing for the duration of the subscription
- Requires access to Broadcast product

Newsletter
(Sep 01, 2022 - Aug 31, 2023)

- Design and send branded e-Newsletters from within the Meltwater platform, containing search results and/or Customer generated content.
- Includes 1 branded, customized template and 1 pre-saved Recipient list. Pre-saved Recipient list can save up to 1,000 e-mail addresses of customers choice.
- Customer is responsible for obtaining any required consent from recipients on the Recipient list where necessary. Customer will receive one newsletter template with a maximum of three (3) revisions. Meltwater may pause Newsletter sends if unsubscribe rates trigger SPAM alerts.

Media Relations Platform
(Sep 01, 2022 - Aug 31, 2023)

- Access to media contacts in the following country: United States
- Ability to research, organize and manage relevant media contacts and sources.
- Proprietary media contact search with relevance rankings.
- Advanced search of media contact database by journalist or publication name, location, beat, role and channel.
- Access for all Authorized Users with current access to Meltwater platform. If purchased as a standalone product without prior access to Meltwater platform, access provided for up to 5 Authorized Users
- Ability to email media outreach (pitches, press releases and media advisories) and track open rates.
- Ability to upload contacts. Customer is responsible for obtaining all required consent from such contacts where necessary.

Additional Users
(Sep 01, 2022 - Aug 31, 2023)

- Users: Access by up to 3 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.

Additional Dashboards
(Sep 01, 2022 - Aug 31, 2023)

- Dashboards: 5 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.

Additional Searches
(Sep 01, 2022 - Aug 31, 2023)

- Searches: 10 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.

Total Price

8317.00 USD
(amount excludes Sales Tax)

Special Terms:

- Notwithstanding anything to the contrary in this Agreement, this Agreement shall not automatically renew at the end of the initial term and shall expire unless otherwise agreed by the parties.
- For the avoidance of doubt, exclusive use of this agreement will be for the Natividad Medical Center.

- Prior to the start of each contract term, Customer will be invoiced for the full amount due. Customer shall pay all invoices net thirty (30) days from receipt of a certified invoice by the Monterey County Auditor-Controller. Except as provided in Section 7.4 below, payment obligations are non-cancellable and all fees paid by Customer are non-refundable.

By signing below, Customer agrees to be bound by this Order Confirmation, the General Terms & Conditions, and Special Terms, if any, which together constitute the entire Agreement between the parties. The signing individual represents that he/she has the authority to enter into the Agreement on behalf of Customer

Customer

Name and Contact Information:

County of Monterey for
Natividad Medical Center
1441 Constitution Blvd
Salinas, California 93906
United States
Contact: Hillary Fish

Date _____
Name _____
Email _____
Title _____
Signature _____

Meltwater

Name and Contact Information:

Meltwater News US Inc.
465 California St. Floor 11
San Francisco, CA 94104
United States of America
FTIN number: 20-8289528 (b2b-version)

Date Jul 8, 2022
Name **Tyler Winther**
Chris Biancaniello
Sales Operations Analyst
Chris Biancaniello
Chris Biancaniello (Jul 8, 2022 09:09 NDT)

Reviewed and approved as to form.


Chief Deputy County Counsel, 7/14/2022

Reviewed and approved for Fiscal Terms


7/14/2022
Chief-Deputy Auditor-Controller

General Terms and Conditions of Use of Meltwater Services

1. General

These General Terms and Conditions of Use ("T&C") are made by and between the County of Monterey ("County"), a political subdivision of the State of California, for the provision of services to Natividad Medical Center, an acute care hospital (hereinafter, "Customer") owned and operated by County, and Meltwater News US Inc. (hereinafter "Meltwater") (Collectively, the County and Meltwater are referred to as the "Parties.") together with the Order Confirmation and Special Terms (as defined in the Order Confirmation), if any, constitute the entire "Agreement" between the parties. This Agreement shall govern Customer's access to and use of the Site (as defined below) and the Meltwater products and services purchased by Customer as listed in the Order Confirmation (collectively, "Meltwater Services"). The Meltwater Services are provided by Meltwater and its third party providers, as applicable, on and through the domain and sub-domains of www.meltwater.com (collectively, the "Site"). To the extent of any inconsistency between the T&C, Special Terms and the Order Confirmation, the Special Terms shall control, followed by the T&C and then the Order Confirmation, unless otherwise agreed by the parties.

2. Right of Use

2.1 Customer is obligated to access and use the Site and the Meltwater Services, and any content accessed by or provided therein, in accordance with all applicable laws, rules and regulations and agrees to accept Meltwater's privacy policy, located at <http://www.meltwater.com/privacy> and attached hereto as exhibit A. Meltwater reserves the right to make changes to its policies and the Site at any time. Subject to the terms and conditions of the Agreement, Meltwater shall grant Customer a non-exclusive and non-transferable right to permit the Authorized Users specified in the Order Confirmation to use the Meltwater Services for internal purposes. This does not include performance of services for the benefit of third parties, nor the use by Customer's affiliated companies. Customer shall be authorized to engage external consultants as users of the Meltwater Services on the premise of appropriate contractual agreements and to the extent that they will use the Meltwater Services exclusively for the Customer.

3. Prerequisites

Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Site and the Meltwater Services, and for paying all third-party fees and access charges incurred while using the Meltwater Services.

4. Account and Password

Customer will receive a password to log in to the Site and access the Meltwater Services. Customer shall have sole responsibility for all activities relating to such Customer's account and shall immediately inform Meltwater of any unauthorized use of the Customer's account.

5. Product-Specific Terms and Conditions

If Customer purchases the following Meltwater Services, the following applicable terms and conditions listed below shall apply, in addition to all other terms of this Agreement:

5.1 Canadian Premium Content/Postmedia Premium Content:
[Intentionally Omitted]

5.2 Online Newswire: Customer shall only release newswires, articles or other content that is directly associated with Customer, and Customer acknowledges that neither Meltwater nor any third party newswire provider has any obligation to publish Customer content onto any third party newswire or website. Meltwater and any third party newswire provider, at their sole discretion, shall expressly reserve the right to refuse any news releases and/or other content such as graphics, photos and captions that are not consistent with the purpose of a professional news release distribution network.

5.3 Meltwater Press and Influencer Contact Manager ("ICM"):
Meltwater Press and ICM are intended for use in distributing press releases to professional journalists. By uploading Customer's own contacts, Customer represents and warrants that: (i) all contacts located in Canada are professional journalists or otherwise are employees, representatives, consultants or franchisees of an organization with which

Customer has a relationship; and (ii) that Customer complies with Canada's anti-spam law ("CASL"). To the extent permitted by law, Customer shall indemnify and hold harmless Meltwater, its subsidiaries, affiliates, successors, assigns, officers, directors, stockholders, employees and customers (the "Indemnitees"), from and against any and all liability, losses, damages, claims, demands, fines, causes of action, suits or proceedings and expenses connected therewith (including reasonable attorneys' fees) arising from or related to Customer's breach of the warranties herein Section 5.3.

5.4 Global Print Media: [Intentionally Omitted]

5.5 Meltwater Engage: [Intentionally Omitted]

6. Third Party Sites and Third-Party Content

Meltwater Services may include links to third party websites ("Third Party Sites"). Customer is responsible for evaluating whether to access or use a Third Party Site and agrees to be bound by any applicable terms found therein. Meltwater does not screen, audit or endorse any Third Party Site. Meltwater shall not assume any responsibility for the content, advertising, products or other materials ("Third-Party Content") on Third Party Sites. Customer agrees it will not copy, reproduce, distribute, transmit, broadcast, modify, display, sell, license or otherwise exploit Third Party Content except in strict compliance with the rights, if any, granted to Customer by any third party. Customer warrants that all content uploaded and distributed via the Meltwater Services by Customer shall comply with all applicable law. Meltwater will terminate the account of any Customer, and block access of any user, who infringes any Meltwater or third party intellectual property right.

7. Invoicing and Payment

7.1 Prior to the start of each contract term, Customer will be invoiced for the full amount due. Customer shall pay all invoices net thirty (30) days from receipt of a certified invoice by the Monterey County Auditor-Controller. Except as provided in Section 7.4 below, payment obligations are non-cancellable and all fees paid by Customer are non-refundable.

7.2 Unless otherwise stated, Meltwater's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of Meltwater Services. If Meltwater has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Meltwater with a valid tax exemption certificate from the appropriate taxing authority.

7.3 If Customer is in breach of this Section, Meltwater shall be entitled to charge default interest on the outstanding fees in the maximum amount allowable by law and/or suspend or terminate access to the Meltwater Services at its sole option, with or without notice to Customer. Additional claims for payment default remain reserved.

7.4 In the event Meltwater materially breaches this Agreement, and such breach remains uncured for a period of thirty (30) days after notice from Customer, Customer shall be entitled to a pro-rata refund for the portion of the then-current term that has been pre-paid and is subject to the material breach and remains uncured.

8. Duration and Cancellation

8.1 The Agreement shall commence on the date specified in the Order Confirmation and shall continue for the initial term as stated therein, unless earlier terminated in accordance with the Agreement.

8.2 A timely cancellation according to Section 8.1 will become effective as of the end of the respective term. Upon expiration or termination of the Agreement, Customer's access rights and all other rights granted under this Agreement shall expire. Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination.

8.3 In addition to other rights and remedies available to Meltwater, Meltwater is entitled to cancel the Agreement without notice if Customer violates essential or material obligations under the Agreement. Meltwater also reserves the right to cancel the Agreement without notice if a substantial decline in the asset situation of Customer occurs, if

insolvency proceedings are opened for the assets of Customer or if such proceedings are rejected due to lack of assets.

8.4 The following Sections shall survive the expiration, termination or cancellation of the Agreement in full force and effect: General, Third Party Sites and Third Party Content, Intellectual Property, Data Use and Restrictions, Liability and Warranty, and Additional Provisions.

9. Intellectual Property

Subject to applicable law, the content on the Site, except for content created by users and third parties if any, including without limitation, software, code, forms, text and other materials, trademarks, service marks or logos contained therein ("Marks"), are owned by or licensed to Meltwater. Customer's use of the Site and the Meltwater Services is limited to the rights granted to Customer under this Agreement and Meltwater reserves all rights not expressly granted herein.

10. Data Use and Restrictions

The rights granted to Customer under this Agreement do not include any resale of any portion of the Site or its contents; any collection and use of any derivative of the Site or its contents; any downloading or copying of account information for the benefit of another company or party; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under this Agreement. Customer may not frame or utilize framing techniques to enclose any trademark, logo, or other Meltwater generated content of the Site, or use meta tags or any other "hidden text" or data elements utilizing Meltwater's name or trademarks without express written consent by Meltwater. Meltwater shall in no way be responsible or liable for unauthorized use or disclosure of personal information by the Customer.

11. Liability and Warranty

11.1 To the maximum extent permitted by applicable law, either party's total, aggregate liability arising out of or in connection with this Agreement shall in no event exceed the total amount of payments due by Customer to Meltwater during the initial term or the then applicable renewal term of the Agreement.

11.2 To the maximum extent permitted by applicable law, in no event shall either party be liable for any, indirect, incidental, special, consequential or exemplary damages, however caused and under any theory of liability arising out of or in connection with this Agreement. This shall include, but not be limited to, any loss of; profit, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

11.3 Meltwater warrants that it has the legal power and authority to enter into this Agreement. Except as provided herein, Meltwater provides the Site "as is" without any warranty or condition of any kind, express or implied. Meltwater does not guarantee uninterrupted, secure or error-free operation of the Site. Meltwater makes no representation or warranty as to the accuracy, timeliness, quality, completeness, suitability or reliability of any information or data accessed on or through the Site. No information obtained from Meltwater or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement.

12. Operating Hours and System Maintenance

12.1 Meltwater shall use commercially reasonable efforts to ensure that the Customer receives uninterrupted and continuing service throughout the term of the Agreement.

12.2 Notwithstanding Section 12.1, Meltwater may need to carry out routine maintenance or urgent maintenance or the Meltwater Services may become unavailable for reasons not within Meltwater's control. In such case, Meltwater shall use commercially reasonable efforts to inform the Customer of any downtime and restore the Meltwater Services as soon as reasonably practicable. In the event Meltwater fails to use

commercially reasonable efforts and the Meltwater Services remain unavailable to Customer for more than three (3) business days of Customer first notifying Meltwater of such unavailability, Meltwater will issue to Customer a credit in an amount equal to the pro-rated charges of one day's usage fees for every day that the Meltwater Services are unavailable for the Customer.

13. Additional Provisions

13.1 The Agreement will be governed by and interpreted in accordance with the laws of California, USA. To the extent allowed by law, Customer irrevocably agrees all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be San Francisco, California. The language of the arbitral proceedings shall be English (or as determined between the parties). Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorized to include in the award an allocation to any party of such costs and expenses, including reasonable attorneys' fees, as the arbitrator shall deem reasonable.

13.2 A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision.

13.3 Invalidity of any specific provision of this Agreement shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision which comes as close as possible to the intent of the invalid provision.

13.4 Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that both parties may assign this Agreement in whole without the other party's prior consent to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates on condition that such successor in interest agrees in writing to comply with all terms and conditions of this Agreement.

13.5 Both parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties in regards to the subject matter herein. Any other terms and conditions, including, without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals, are void and shall be of no force and effect regardless of whether they are delivered to Meltwater prior to, concurrently, or after the execution of this Agreement. Performance by Meltwater with respect to the Meltwater Services shall not constitute acceptance of any additional or alternative terms and conditions nor shall a failure to act on said additional terms and conditions constitute acceptance of the provisions contained therein.

13.6 This Agreement may only be amended in writing signed by authorized representative of both parties.

13.7 Customer and Meltwater agree that notices may be sent by electronic mail, to the electronic mail address indicated on the Order Confirmation, or then-current electronic mail address provided by a party to the other party and designated as the proper electronic mail address, and agree that notices are deemed received forty-eight (48) hours after transmission. Each party agrees that any electronic communication will satisfy any legal communication requirements, including all such communication required by applicable laws to be in writing.

Meltwater Privacy Policy

At Meltwater, we know that you care about how your personal information is used and shared, and that is why we are committed to respecting your privacy and helping protect the security of your personal information.

On this privacy page, you will find a drop-down menu. Each tab will provide you with a Policy with respect to your personal information and different aspects of the Meltwater business. In particular:

- The Meltwater Services: in this tab, we describe the information that we collect about you for and/or through the use of our Services, and how we use and disclose that information.
- The Meltwater Site: in this tab, we describe the information that we collect about you on our websites and how we use and disclose that information.
- Cookie Statement: in this tab, we help you understand how and why we gather, store and process information collected from you automatically through cookies and other tracking technologies (collectively, "cookies") when you use Meltwater Sites or Services. In this Cookie Statement, we also identify your options regarding the use of cookies and the information collected through cookies. This Cookie Statement does not apply to any third-party site that may be linked on our Site or in our Services.
- Meltwater and the APPI: this tab is for people in Japan
- Meltwater and the GDPR: this tab is for people in the European Economic Area, and United Kingdom.
- Meltwater and the CCPA: this tab is for California consumers (residents).
- Meltwater and POPIA: this tab is for people in South Africa.

By using any of our Sites or Services, you agree that your information will be handled as described in these Policies, to the extent applicable. Your use of our Services, the Site or cookies, and any dispute over privacy, is subject to these Policies and the possible Agreement we have with you, including its applicable limitations on damages and the resolution of disputes.

DROP DOWN: Defined Terms

Agreement: means the service agreement signed between you and Meltwater for the use of the Services.

APPI: means the Japanese Act on Protection of Personal Information (Act No. 57 of 2003).

Cookie Statement: means the cookie statement set out herein and forming part of this Policy.

GDPR: means the EU General Data Protection Regulation 2016/679 (as amended), and, in the United Kingdom, that regulation as it forms part of English law under the European Union (Withdrawal) Act 2018.

Policy: means each of the policies above mentioned, respectively.

POPIA: means the Protection of Personal Information Act 4 of 2013.

Services: means the products and services you purchase from us, and we provide to you, as set out in the Agreement.

Site: means any Meltwater website, including but not limited to, meltwater.com, fairhair.ai, outsideinsight.com

Visitors: with respect to the Cookie Statement, it means visitors to our public websites.

Users: with respect to the Cookie Statement, it means users of our subscription based Services.

DROP DOWN: Media Relations Policy (ICM)

If you are a journalist and you believe your information is included in the Meltwater database, please refer to influencers.meltwater.com for additional information regarding our processing of journalist information.

DROP DOWN: Information collected for our Services and Site

Sub-dropdown: What information do we collect about you for our Services?

We process your personal information to fulfil our contractual obligations to provide you with the Services. We need your personal information to create and maintain your account to access the Services, to create logins for you and to contact you in case you need support. We collect this data directly from you or your employer when you execute our Agreement.

We collect the following categories of your personal information:

- Name, email address, phone number, your username for our Services.
- Should you wish to connect your social accounts to our Services, we also require your username and tokens for your social media profiles.
- We also collect data, directly from you, about your use of our Services automatically according to our Cookie Statement.

Sub-dropdown: What information do we collect about you when you use our Sites?

We collect information about you directly from you, automatically through your use of the Site or our Services, and through third parties.

Information We Collect Directly From You

We collect information from you when you request information from us or otherwise interact with our Site and our Services. The type of information that we collect from you depends on your particular interaction with our Site and may include, without limitation, your name, address, and email address, and any other information that you choose to provide to us.

Information We Collect Automatically

We and our third party service providers automatically collect, process and use information about you through the use of cookies and other tracking technologies (collectively, “cookies”), including:

- Details of your visits to our Site including, but not limited to, traffic data, location data, weblogs and other communication data, search activities as well as the page, content, software or resources that you access.
- Your IP address, web addresses of the sites you arrive from and go to next and information about your connection, including your device’s browser, operating system, platform type and Internet connection speed. We use this information for operational and performance measurement purposes and to regionalize certain contents of the Site.
- Details of transactions and orders, your history of correspondence with us, quote requests or inquiries or when you contact customer service or technical support.

Currently our Site does not recognize browser requests not to be tracked. You may adjust your browser settings so as not to accept cookies.

Information We Collect About You From Third Parties

We may also collect data from third parties we use to publish our advertisements or to analyse your interest in our Site, such as Google Adwords, Google Analytics and LinkedIn.

DROP DOWN: What cookies do we collect through our Site and Services?

What are Cookies?

Cookies are text files containing small amounts of information that are downloaded to your device when you visit a website. Cookies are sent back to the website at each subsequent visit or to any other website that recognizes them. Cookies are useful because they allow a website to recognize a user's or visitor's device.

Cookies perform lots of different jobs such as: allow you to navigate between pages efficiently, remember your preferences and generally improve your experience. Due to their core role of enhancing or enabling usability or site processes, disabling cookies may prevent you from using certain parts of this Site. The categories of cookies used on this Site are listed below.

What information might we collect about you through the use of cookies?

Sub-dropdown: Cookies and Meltwater Services

We may collect, process and use the following information about you through the use of cookies:

- Details of your use of Meltwater Services including, but not limited to, last login date, and some preferences.
- Your IP address, location data, web traffic, your device's browser, operating system, platform type and Internet connection speed are used for operational and performance measurement purposes and to regionalize certain contents of the Meltwater Services.
- Details of your history of correspondence with us, quote requests or inquiries or when you contact customer service or technical support.

The following cookies are used in the Meltwater Services:

- Google Tag Manager
- Marketo Munchkin
- Google Analytics
- Intercom Cookie

Sub-dropdown: Cookies and the Site

We may collect, process and use the following information about you through the use of cookies:

- Details of your visits to our Site including, but not limited to, traffic data, location data, weblogs and other communication data, search activities as well as the page, content, software or resources that you access.
- Your IP address, web addresses of the sites you arrive from and go to next and information about your connection, including your device's browser, operating system, platform type and Internet connection speed. We use this information for operational and performance measurement purposes and to regionalize certain contents of the Site.

Types of Cookies used on the Site:

Essential website cookies: These cookies are strictly necessary to provide you with services available through our Websites and to use some of its features, such as access to secure areas.

Performance Cookies: These cookies gather information about how visitors use and interact with our Services. For example, performance cookies tell us which pages are popular, monitor traffic to our website and compile anonymous analytic information. Performance cookies can also be used to identify and remedy operational problems with the website.

Functionality Cookies: These cookies are used to recognize and remember your preferences. For example, functionality cookies may use information, such as your location, to make sure that you arrive at a version of our Site that is specific to your city or region.

Advertising Cookies: These cookies are used to show relevant advertising about our Services on third party websites (i.e. websites that we do not own or operate). When you visit our website, we will serve a cookie on your device. This cookie will have information about how you interacted with our website, such as what pages on the site you looked at. Then, if you visit a website within an ad network that we work with, the ad network will read the cookie from your device and show you relevant advertising about our Services.

Cookies used on the Site:

Name: Google Tag Manager

Type: Essential

Purpose: Google Tag Manager enables our use of many essential and performance

Site scripts. It also collects aggregated data about events occurring on the Site. Other than data in standard HTTP request logs, all of which is deleted within 14 days of being received, Google Tag Manager does not collect, retain, or share any information about visitors to our properties, including page URLs visited.

Read more: <https://support.google.com/tagmanager/answer/9323295>

Name: Marketo Munchkin

Type: Essential

Purpose: This Site uses an automation system provided by Marketo Inc., which uses cookies to recognize you as a unique user when you return to the site, and to track various data related to your website usage in order to provide custom content or services related to your specific interests. The cookies placed by the Marketo server are readable only by Marketo.

Read more: <https://documents.marketo.com/legal/cookies/>

Name: Google Analytics

Type: Performance

Purpose: These cookies do not collect information that identifies you. The information these cookies collect is aggregated, therefore anonymous, and is only used to understand how the site is being used and identify problem areas to improve user experience.

Read more: <http://www.google.com/policies/privacy/>

Name: Google Ads

Type: Performance

Purpose: Meltwater uses Google Analytics code that allows for certain forms of display advertising and other advanced features.

Read more: <https://support.google.com/google-ads/answer/2549116>

Name: Facebook Pixel

Type: Performance & Advertising

Purpose: The Facebook pixel is code that you place on your website. It collects data that helps us track conversions from Facebook ads, optimize ads, build targeted audiences for future ads, and remarket to people who have already taken some kind of action on our website.

Read more: <https://www.facebook.com/business/learn/facebook-ads-pixel>

Name: LinkedIn Insight

Type: Performance & Advertising

Purpose: The LinkedIn Insight Tag is a piece of lightweight JavaScript code that helps enable in-depth campaign reporting and unlock valuable insights about website visitors.

Read more: <https://www.linkedin.com/help/lms/answer/65521/the-linkedin-insight-tag-faqs>

Name: OptinMonster

Type: Performance

Purpose: OptinMonster is an online lead capture tool used on the Meltwater website. OptinMonster uses cookies to determine when a campaign was shown to a visitor, closed, and successfully converted. Using that information they can then hide or show the campaign again at a later date.

Read more: <https://optinmonster.com/gdpr>

Name: Quora Pixel

Type: Performance

Purpose: The Quora Pixel allows the platform to collect browsing information across sites and helps them to make the ads and content they display on Quora.com more

relevant to users.

Read more: https://www.quora.com/about/pixel_privacy

Name: Triblio ABM

Type: Performance

Purpose: Triblio is an account based marketing platform that uses cookies to serve web users content from select businesses they've previously visited online.

Read more: <https://triblio.com/privacy-policy/>

Name: 6sense

Type: Performance

Purpose: 6sense is an account based marketing platform that uses cookies to serve web users content from select businesses they've previously visited online.

Read more: <https://6sense.com/privacy-policy/>

Name: Vimeo video embeds

Type: Performance

Purpose: Vimeo's embeddable video player uses first-party cookies to provide analytics on how video content is being consumed.

Read more: https://vimeo.com/cookie_policy

Name: Hotjar

Type: Performance

Purpose: Hotjar is a behavior analytics and user feedback service. Their use of cookies is to facilitate recording interactions, not personal data.

Read more: <https://www.hotjar.com/privacy/>

Name: Leadfeeder

Type: Performance

Purpose: Leadfeeder is a visitor automation tool that connects marketing insights to our sales teams.

Read more: <https://www.leadfeeder.com/privacy/>

Name: Instapage

Type: Performance

Purpose: Instapage is a landing page builder tool, which is used mainly as a paid advertising destination. InstaPage uses cookies to understand user behaviour such as the number of visitors and conversions on a page. This data is shared with Google Analytics via Google Tag Manager.

Read more: <https://instapage.com/privacy-policy>

Name: Intercom Cookie

Type: Essential

Purpose: Intercom relies on cookies to capture anonymous user data to track return visitors.

Read more: <https://www.intercom.com/legal/cookie-policy>

DROPDOWN: How do we use your information?

Information about our current and potential customers is an integral part of our business. Our primary goal in collecting personal information is to deliver a smooth, efficient and personalized experience when using our Site and/or Services. This allows us to provide you with the information, services and features that are most likely to meet your needs.

We use your information, including your personal information, for the following purposes:

- To provide our Services to you, to facilitate the features on our Site, to communicate with you about your use of our Site or Services, to respond to your inquiries, to manage your account, to send you information that you have requested, and for other customer service purposes.
- For marketing and advertising purposes. For example, as permitted by applicable law, we may occasionally contact you by e-mail, postal mail, or telephone to provide you with information about other Services that might be of interest to you.
- To tailor the content and information that we may send or display to you, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using the Sites or our Services.
- To better understand how users access and use the Services, both on an aggregated and individualized basis, in order to improve our Services to you and everyone and respond to user desires and preferences, and for other Meltwater Service research and analytical purposes.
- We automatically track certain information about you, based upon your behaviour on our Site. We use this information to conduct internal research on our user and visitor demographics, interests and behaviours, and to offer more personalized content. The information we collect from you and about you is used as follows:
 - To ensure that content from our Site is presented as optimally as possible for you, your computer and your web browser
 - To measure and improve the Site's performance and usability, its contents, services and features as well as to personalize your overall experience

- To send you information based on your relationship or transactions with us, notify you about changes to our products or services, provide customer support and respond to your inquiries.

DROPDOWN: When do we disclose your information?

We do not share your information with non-affiliated third parties for their own marketing purposes. We do share your information as follows:

- *To Our Affiliates.* As permitted by applicable law and as contractually agreed between us, we may share your personal information with our affiliated entities. Those entities may market their products and services to you, but their use of your personal information will be governed by this Policy.
- *Sales Channel Partners and Distributors:* We may provide information about you to carefully screened entities that work on our behalf, such as our Marketing services suppliers, newsletter distributors or other service partners, to market Meltwater products and services. Only trusted companies who require the use of said information for business purposes are given access to it.
- *Service Providers.* We may share your information with other third party service providers to assist us in providing our Services to you, responding to your requests, and/or to provide you with the partner services you have purchased.

We also may share your information in the following circumstances:

- *Business Transfers.* If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other company. We also may transfer our rights under any customer agreement we have with you.

- *In Response to Legal Process.* We may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.
- *To Protect Us and Others.* We may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of the Agreement or this Policy, or as evidence in litigation in which we are involved.
- *Aggregate and Anonymous Information.* We may share aggregate or anonymous information about users with third parties for research or similar purposes.
- *Legal Purposes.* To enforce our Terms of Use and the Agreement we have with you; for example, to protect the security of our Services, as required by law or when we believe that disclosure is necessary to protect our rights.

Sub-dropdown: Links

Our Site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for their policies. Please check their policies before you submit any personal information.

DROPDOWN: Meltwater and the GDPR

Your rights as a data subject

You as a data subject have many possibilities to impact how your personal information is being processed. You can:

- Request access to your information we process
- Withdraw your consent if our use of your information is based on consent
- Request that your information to be deleted or for you to be forgotten (right to erasure)
- Request that we correct or change your information. As a customer you may also do this by logging in to your account.
- Limit, restrict or object to our use of your information
- Access your information and/or receive it in a machine readable form
- Subject to applicable law lodge a complaint with your local data protection authority.

Please note that if you request to remove your information, we may retain some of the information for specific reasons, such as to resolve disputes, troubleshoot problems, and as required by law. Furthermore, some information is never completely removed from our databases due to technical constraints and the fact that we regularly back up our systems. Therefore, not all of your personal information will ever be completely removed from our databases.

Identity and contact details of the Data Controller

If you have any questions about this Policy or the use of your personal information, you are always welcome to contact us at privacy@meltwater.com. You will also reach our Data Protection Officer at the same address. For our office details, please visit: <https://www.meltwater.com/en/about/contact-us>

For the Services, the Agreement includes the details of which Meltwater entity is the Data Processor of your information.

Main establishment and EU/UK representatives

Meltwater has appointed Meltwater the Netherlands B.V as its main establishment for data protection purposes in the EU.

The UK representative of Meltwater's EU based entities is Meltwater (UK) Limited. The EU representative for any Meltwater UK based entity is Meltwater the Netherlands B.V.

Both the main establishment, and the UK and EU representatives can be contacted at privacy@meltwater.com.

DROPDOWN: Meltwater and POPIA

POPIA protects your rights as a data subject in South Africa.

As a data subject, you have various rights regarding how your personal information is handled by us. You can:

- Request confirmation as to whether we hold any of your personal information.
- Access your personal information that we process.
- Withdraw your consent for us to continue using your personal information, if use of your information was based on consent.
- Request that your personal information be destroyed or erased from our systems and databases.
- Request that we correct or change your personal information. As a customer you may also do this by logging in to your account.
- Limit, restrict or object to our use of your personal information.

- Subject to applicable law, lodge a complaint with the Information Regulator at the following email address: complaints.IR@justice.gov.za. For general enquiries, at infoereg@justice.gov.za.

Only your email address, name, contact details and other information as we specify from time to time constitutes compulsory information. All other information is optional. If you do not agree to share compulsory information with us, then you will not be able to make full use of the features that are offered by Meltwater. If you do not agree to share your optional information with us, then you might not be able to enjoy all of the Services offered by Meltwater.

Please note that if you request the deletion of your information, we may retain some of your personal information when required by any applicable laws to do so, as well as when we reasonably require it for lawful purposes related to our functions and activities, such as resolving disputes and troubleshooting problems. Furthermore, some information is never completely removed from our databases due to technical constraints and the fact that we regularly back up our systems. Therefore, not all of your personal information will ever be completely removed from our databases.

Identity and contact details of the Responsible Party

If you have any questions about this Policy or our use of your personal information, you are always welcome to contact us at privacy@meltwater.com. You will also reach our Information officer at the same address. For our office details, please visit: <https://www.meltwater.com/en/about/contact-us>

For the Services, the Agreement includes the details of which Meltwater entity is the Responsible Party, in relation to your information.

DROPDOWN: Meltwater and the APPI

Your rights as a data subject

You as a data subject have many possibilities to impact how your personal information is being processed. You can:

- Request access to your information we process
- Withdraw your consent if our use of your information is based on consent
- Request that your information to be deleted (right to erasure) if your information is incorrect, used beyond the necessary scope to achieve the utilization purposes or obtained by deceit or other improper means
- Request that we correct or change your information if your information is incorrect. As a customer you may also do this by logging in to your account.
- Limit, restrict or object to our use of your information if your information used beyond the necessary scope to achieve the utilization purposes or obtained by deceit or other improper means
- Subject to applicable law lodge a complaint with your local data protection authority.

Please note that if you request to remove your information, we may retain some of the information for specific reasons, such as to resolve disputes, troubleshoot problems, and as required by law. Furthermore, some information is never completely removed from our databases due to technical constraints and the fact that we regularly back up our systems. Therefore, not all of your personal information will ever be completely removed from our databases.

Identity and contact details of the Data Controller

If you have any questions about this Policy or the use of your personal information, you are always welcome to contact us at privacy@meltwater.com. You will also reach our Data Protection Officer at the same address. For our office details, please visit: <https://www.meltwater.com/en/about/contact-us>

For the Services, the Agreement includes the details of which Meltwater entity is the Data Processor of your information.

DROPDOWN: Meltwater and the CCPA

Your rights under the CCPA

You have rights which impact how your information is being processed, including:

- The right to know what information is collected, used, shared or sold;
- The right to delete (erasure right) information processed by us;
- The right to opt-out of the sale of your information. If you are under the age of 16, we will only sell your information if you opt-in, with your parent or guardian consenting if you are under 13;
- The specific personal information right to request a copy of the specific personal information collected about you during the past 12 months; and
- The right to non-discrimination in how we provide the Services to you when you exercise any of your rights under the CCPA.

Submitting a personal information or erasure request

You may ask us to disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your

identity as a user of our Service, we can disclose that information to you. You may also make a request to have that information erased or deleted.

You may make these requests by completing this [Request Form](#) or you may call us at 1-833-999-1048, during regular business hours in California. If no one picks up, we are probably busy with another user, so please leave a message with your name, query and contact number for us to return your call.

You can make a request for your information twice every 12 months. If you are making an erasure request, it will help us if you include details of the information you would like erased. We may need to ask you for additional information to fully identify you. If we can't identify you, we may not be able to erase your information.

Please note that if you request that we remove your information, we may retain some of the information for specific reasons, such as to resolve disputes, troubleshoot problems, and as required by law. Furthermore, some information is never completely removed from our databases due to technical constraints and the fact that we regularly back up our systems. Therefore, not all of your personal information will ever be completely removed from our databases.

We will respond to you on these requests as quickly as received your note but it may take us up to 45 days. If we need more time than that, we will let you know.

Opt-out request

If you are a resident of California and you want to make it clear to us that you do not want us to sell your personal information, contact us by clicking here: [Do Not Sell My Information](#).

DROPDOWN: International Data Transfers

Meltwater is a global company and information that we collect from or about you within the European Economic Area ("EEA"), or within any country located outside of the EEA, may be transferred across international borders to third countries outside of the EEA, or the country in which you are located, that do not have laws providing an adequate level of data protection. We as the Data Controller (or Data Exporter) will do our best to ensure that your information is protected no matter where it is transferred to.

To ensure adequate protection for personal information we enter into Data Processing Agreements with our suppliers, including the ones who process your personal information outside of the non-EEA country in which you are located or the EEA. When necessary, we utilize approved transfer mechanisms (such as adequacy decisions or the Standard Contractual Clauses in the EU) to ensure the necessary protection of your personal information.

DROPDOWN: Legal Basis for Processing

We will only collect and process your information when we have a legal basis to do so. You also have choices about our use of your information as explained in this Policy.

DROPDOWN: Data Retention

For our Services, we retain information while you use our Services or as needed to provide you the Services. This includes data you or others provided to us and data generated or inferred from your use of our Services. Your account and data related to your use of the Services, excluding anonymised data, will be deleted as soon as possible 6 months after the expiry of your Agreement the Service agreement between us but in any event, no later than 6 months.

For our Site, we retain your information as long as we have a legitimate business interest to process it or as long as you have not withdrawn your consent. This includes data you or others provided to us and data generated or inferred from your use of our Site.

If you would like us to delete your information upon termination of your Agreement, please contact us at privacy@meltwater.com.

DROPDOWN: Security

Meltwater takes security of all data, especially your personal information, seriously. We do our best to protect your information from any unauthorized access or loss with implemented security features and procedures. You should, however, be aware that the transmission of information via the Internet is never completely secure. You should also take necessary steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

For additional information on what Meltwater has done to protect your information, please [click here](#).

DROPDOWN: Opting out of promotional or information emails from Meltwater

We may send periodic promotional or informational emails to you. You may opt-out of such communications by following the opt-out instructions contained in the e-mail. If

you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you e-mails about your account or any services you have requested or received from us.

DROPDOWN: Changes to the Policies

We may change the Policy from time to time due to changed or updated legislation and/or business standards. All changes to this Policy are posted on this page and we encourage you to review our Policy regularly to stay informed.

DROPDOWN: Contact

If you have any questions about our processing of personal data, or this Policy, you can reach us at privacy@meltwater.com.

Natividad_MW 7_7

Final Audit Report

2022-07-08

Created:	2022-07-08
By:	Tyler Winther (tyler.winther@meltwater.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVycRUHxcw6EBihOloqQh0rtQcjDIsDvL

"Natividad_MW 7_7" History

-  Document created by Tyler Winther (tyler.winther@meltwater.com)
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