

Order Confirmation



Effective Date: _____

Meltwater Services

<input checked="" type="checkbox"/> Advanced Suite L2 (Dec 01, 2023 - Nov 30, 2025)
<ul style="list-style-type: none">▪ Users: Access by up to 5 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: The ability to save 15 Searches. A "Search" is a string of keywords used to find matching results from online news or social media sources 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.▪ Sources: Global online news monitoring, and full social listening across numerous networks and channels, with access to the Twitter firehose.▪ Dashboards: Create and save unlimited dashboards on the Meltwater platform. Dashboards are customizable and display analytics and results from saved Searches. Each Dashboard can be configured and customized using pre-populated templates or widgets from the widget library. Dashboards can be shared via email or password-protected link.▪ Alerts: Create and save custom alerts that can be accessed via email, the Meltwater mobile app, or collaboration tools such as Slack and Microsoft Teams. Alerts types include (but are not limited to) Daily Digests, Every Mention, Sentiment Shift, Spike Detection and Twitter Influencers.▪ Distribution: Links to Search results can be shared via email, or collaboration tools such as Slack and Microsoft Teams. Customer can also share links to social media channels. Customer also receives 1 HTML newsfeed for use on Customer's website or intranet or extranet site containing links to selected news articles or social media posts (a XML and RSS feed is provided without any additional layout or design).▪ Newsletter: 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: Ability to research, organize and manage relevant media contacts and sources. Advanced filtering of the media contact database by journalist or publication name, location, beat, role and channel, and proprietary relevance rankings based on recently published content. 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.▪ Engage: Manage and connect up to 10 owned social media accounts. Competitive Benchmarking for up to 50 connected public social accounts. Schedule and post outbound social media content through the platform. Manage and engage with inbound social media content. Report on metrics across multiple channels for the connected owned social media accounts.▪ Mobile: Access to Meltwater app (available in iOS and Android) to view results from saved Searches, conduct ad hoc Searches, set up customized notifications, and to manage owned social media.▪ Extras: Natural Language Processing (NLP) sentiment analysis of article sentiment in selected languages, tagging and translation of Search results.▪ Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.▪ 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"/> Meltwater Engage - Additional Owned Profiles (Dec 01, 2023 - Nov 30, 2025)
<ul style="list-style-type: none">▪ 10 additional Owned Profiles to Meltwater Engage platform.▪ 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"/> Meltwater Engage - Additional Owned Profiles (Dec 01, 2023 - Nov 30, 2025)
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- 10 additional Owned Profiles to Meltwater Engage platform.
- 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.

Broadcast Local
(Dec 01, 2023 - Nov 30, 2025)

- 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.

Total Price

60000.00 USD
(amount excludes Sales Tax)

Special Terms:

- Notwithstanding anything to the contrary in this Agreement, Customer shall pay all invoices within 30 days of the date of invoice.
- 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.
- Notwithstanding anything to the contrary in this Agreement, Customer will pay all invoices in accordance with the following schedule: Invoice 1 in the amount of 30000.00 USD due on or before Dec 30, 2023 ; Invoice 2 in the amount of 30000.00 USD due on or before Dec 30, 2024 ;

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
168 West Alisal St., 1st Floor
Salinas, California 93901
United States
Contact: Nicholas Pasculli
P: (831) 796-3094

Date _____

Name _____

Email _____

Title _____

Signature _____

Meltwater

Name and Contact Information:

Meltwater News US Inc.
Suite 165, 555 Twin Dolphin Drive,
Redwood City, CA, 94065
United States of America
FTIN number: 20-8289528 (b2b-version)

Date _____

Name **Candice Lee**

General Terms and Conditions of Use of Meltwater Services

1. General

These General Terms and Conditions of Use ("T&C") 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 News US Inc** ("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>. 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.

2.2 Customers who are marketing or public relations agencies may use the Meltwater Services on behalf of their clients but only if all of the following conditions are met: (i) Customer agrees that Meltwater and its licensors and/or providers are not parties to the agreement between Customer and its client; (ii) Customer's payment obligations pursuant to this Agreement are not dependent upon receiving payment from Customer's clients; (iii) Customer must first obtain its client's written consent authorizing Customer to provide client information as necessary for Meltwater to perform under this Agreement; (iv) if applicable, Customer must first obtain its client's written consent authorizing Customer to act on the client's behalf, including sending out press releases using the Meltwater Services; and (v) the agreement between Customer and its clients is at least as restrictive and protective of Meltwater's and its licensors' and/or its providers' rights as this Agreement. Customer shall be solely responsible for and shall comply with all laws, rules, regulations and directives in delivering and providing the Customer's agency services, including but not limited to, any laws regarding privacy and the use and disclosure of personal data and any advertising and/or marketing laws.

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/Direct Feed:** The Rights of Use in S2 of this Agreement sets out Customer's use rights and the limited license that the Customer has to use

Meltwater's products, including full text content of these Meltwater Services. To the maximum extent permitted by law, and without limitation to all other rights and remedies available to Meltwater, Customer shall indemnify and hold harmless Meltwater, its subsidiaries, affiliates, successors, assigns, officers, directors, stockholders, employees, and customers, 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 Rights of Use with these Meltwater Services. This indemnification is unlimited.

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 **Media Relations Platform:** Media Relations Platform is 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:** Customer represents that it has read, understands, and agrees to be bound by the terms and conditions located at <http://meltwaternews.com/doc/AcquireMediaTermsofService.pdf>. Customer agrees that Acquire Media is an intended third party beneficiary of this Agreement.

5.5 **Meltwater Engage:** Customer represents that it has read, understands, and agrees to be bound by the terms and conditions located at <http://engage.meltwater.com/meltwater-terms-of-service>. Customer agrees that Sprout Social is an intended third party Beneficiary of this Agreement. Reference to Meltwater in Sections 6, 10 and 11, shall apply equally to Sprout Social as if Sprout Social were named in place of Meltwater to the extent applicable. For the avoidance of doubt, the T&C (except for Sections 7 and 8) shall apply for any trial use of the Engage Service.

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 within fourteen (14) days after the invoice date. 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. Thereafter, the Agreement will be extended automatically for periods of time equivalent to the initial term or the then-current renewal term at Meltwater's then-current prices and subject to the terms of this Agreement, unless the Agreement is cancelled in writing at least sixty (60) days prior to the expiration of the initial term or the then-current renewal term. Any initial pricing and/or payment terms shall only be applicable to the initial term.

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 Invalidation 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.

Global version last updated 7.2021