

Exhibit A - Special Terms

1. The attached Appendix A, County of Monterey Standard Agreement, is appended to the Order Confirmation with the modifications set forth in Special Term 2 below. To the extent of any inconsistency between the Terms of Use, Special Terms, Order Confirmation and Appendix A, the Special Terms shall control, followed by the Terms of Use, the Order Confirmation and then Appendix A, unless otherwise agreed by the parties.

2. The following modifications are made to Appendix A:

- a. All references to “Agreement” refer to the Agreement as defined in the Order Confirmation.
- b. All references to “the County” refer to Customer and all references to “Contractor” refer to Meltwater.
- c. All references to “Exhibit A” refer to the Order Confirmation.
- d. Section 3.02 is deleted entirely and replaced with the following:

3.02 The County reserves the right to cancel this Agreement, or any extension of this agreement, if Contractor materially breaches this Agreement, and such breach remains uncured for a period of thirty (30) days after notice from the County. In such case, the County 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.

- e. Section 6.04 is deleted entirely.
- f. Section 7.01 is deleted entirely.
- g. Section 7.02 is deleted entirely.
- h. Section 8.0 is deleted entirely and replaced with the following:

8.0 Indemnification. Subject to Customer’s performance of its obligations under this Agreement, Meltwater shall, at its sole option, defend or settle at its expense any third party claim or suit against Customer arising out of or in connection with an assertion that the Meltwater Services infringe any copyrights in the United States of America. Meltwater shall indemnify and hold harmless Customer from damages and costs finally awarded in such claim or suit. The foregoing is subject to (i) Customer promptly notifying Meltwater in writing of such claim or suit; and (ii) Customer providing to Meltwater all relevant information available to Customer and reasonable

cooperation for the defense of such claim or suit. The foregoing shall be the exclusive remedy of Customer with respect to any alleged infringement by the Meltwater Services of any third party's intellectual property rights. Meltwater shall have no obligation under this section if and to the extent the claim or suit arises from: (a) modification of the Meltwater Services other than by Meltwater (b) the combination of the Meltwater Services with products or services other than those supplied by Meltwater (c) Customer's continued use of the Meltwater Services after being informed of or provided with modifications that would have avoided the alleged infringement, or (d) Customer's use of the Meltwater Services that is not strictly in accordance with the rights granted in this Agreement. For greater clarity, this indemnity does not apply to any third party claim or suit against Customer resulting from or arising out of Third Party Content, Third Party Sites or any proprietary data or information submitted to or posted by the Customer to the Meltwater Services.

- i. Section 9.04 is deleted entirely.
- j. Section 10.02 is deleted entirely and replaced with the following:

10.02 County Records. When this Agreement expires or terminates, at the County's request, Contractor shall return to County any County records which Contractor used or received from County to perform services under this Agreement.

- k. The first sentence of Section 10.4 is deleted entirely and replaced with the following:

Not more than once per calendar year, and upon thirty (30) days' written notice, the County shall have the right to examine, monitor and audit all records of the Contractor related to payments made for services provided under this Agreement.

- l. Section 10.5 is deleted entirely.
- m. Section 16.05 is deleted entirely.
- n. Section 16.15 is deleted entirely.
- o. Section 16.16 is deleted entirely.