

Order Confirmation



Effective Date: _____

Meltwater Services

☒ **Advanced Suite L2** (Dec 01, 2023 - Nov 30, 2025)

- 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.

☒ **Meltwater Engage - Additional Owned Profiles** (Dec 01, 2023 - Nov 30, 2025)

- 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.

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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

11/22/2023 | 8:51 AM PST

Name

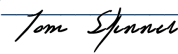
Debra R. Wilson, PHD

Email

Title

Contracts & Purchasing Officer

Signature

DocuSigned by:

30F2300D718745F...

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

11/22/2023 | 8:51 AM PST

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 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.

Global version last updated 7.2021

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.

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Meltwater

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Annual subscription to Meltwater platform applications.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$60,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 1, 2023 to November 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Non-Standard Terms and Conditions

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.



Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.



Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nicholas Pasculli, Communications Director	Elizabeth Bohan, Managing Director
Name and Title	Name and Title
168 W. Alisal Street, 3d Floor Salinas, CA 93901	242 West 34th Street, 4125, NY, NY 10119
Address	Address
(831) 796-3094	617.513.0350 617
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by:
Tom Spanner
 30F2300D71B743F...
 Contracts/Purchasing Officer
 Date: 11/22/2023 | 8:51 AM PST

By: _____
 Department Head (if applicable)
 Date: _____

Approved as to Form
 Office of the County Counsel
 Leslie J. Girard, County Counsel

By: DocuSigned by:
Susan K. Blitch
 59050220975042A...
 County Counsel
 Date: 11/17/2023 | 2:40 PM PST

Approved as to Fiscal Provisions

By: _____
 Auditor/Controller
 Date: _____

Approved as to Liability Provisions
 Office of the County Counsel-Risk Manager
 Leslie J. Girard, County Counsel-Risk Manager

By: _____
 Risk Management
 Date: _____

CONTRACTOR

Meltwater News US Inc.

Contractor/Business Name *

By: [Signature]
 (Signature of Chair, President, or Vice-President)
Elizabeth Bohan, Managing Director
 Name and Title

Date: 11/17/2023

By: [Signature]
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Dennis Bryntesson, Sales Operations Lead

Name and Title

Date: 11/17/2023

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



CERTIFICATE OF LIABILITY INSURANCE

9/1/2024

DATE (MM/DD/YYYY)
9/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company		NAIC # 20281
INSURED Meltwater N.V. and subsidiaries 1530586 255 Shoreline Drive - Ste 100 Redwood City CA 94065	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES MELUS01 **CERTIFICATE NUMBER:**
REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			3605-57-79	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7359-08-43	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7818-80-41	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7175-67-79	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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