

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



ITEM: 3.4
(ID # 27468)

MEETING DATE:

Tuesday, April 08, 2025

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve the Media Monitoring Services Agreement with Carahsoft Technology Corp. for an aggregate amount of \$84,660 effective April 8, 2025, through April 7, 2027, with the option to renew annually in one-year increments through April 7, 2030. All Districts. [Total Cost: \$224,777, additional compensation not to exceed \$50,000 -- Funding: Executive Office Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Media Monitoring Services Agreement with Carahsoft Technology Corp. for an aggregate amount of \$84,660 effective April 8, 2025, through April 7, 2027, with the option to renew annually in one-year increments through April 7, 2030, and authorize the Chair of the Board of Supervisors to Execute the Agreement on behalf of the County; and
2. Authorize the Chair of the Board to Execute the General Terms and Conditions of Use of Meltwater Services; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to a) sign amendments that exercise the options within the agreement, including modifications to the scope of services that stay within the intent of the agreement; and b) to increase the compensation Not To Exceed \$10,000 annually through the term of the agreement; and
4. Authorize the Purchasing Agent to issue Purchase Orders for invoices received for goods/services rendered that do not exceed the Board of Supervisor's approved amount; and
5. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreement to the Executive Office for distribution.

ACTION:Policy


Brooke Federico, County of Riverside Public Information Officer 4/9/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 8, 2025
xc: EO

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$41,500.00	\$43,160.00	\$224,777.42	\$0.00
NET COUNTY COST	\$41,500.00	\$43,160.00	\$224,777.42	\$0.00
SOURCE OF FUNDS: Department Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Board actions requested will approve a Media Monitoring Services Agreement with Carahsoft Technology Corp. and general terms and conditions of use with Meltwater Services to provide media monitoring and management services to county departments.

County communications teams are responsible for providing timely, actionable and relevant information to Riverside County residents, visitors and business operators that impact their daily lives. Public information staff members achieve these goals by working closely with members of the media through the use of news releases, media pitches, and media interviews. In addition, county departments regularly use social media content to engage directly with community members on county services, projects and events. Social media is a very effective tool to reach community members who are harder to reach through traditional media methods. In addition, reporters and influencers use social media to monitor county information and share stories that are important to the community.

The media monitoring and management services provided by Carahsoft Technology Corp. and Meltwater will enable communications professionals in the Executive Office and other county departments to search, monitor and track media articles across local, regional, national and international traditional news outlets, including online news, broadcast news and print publications. In addition, this service will allow public information practitioners to post, schedule and manage content from multiple social media platforms using a single tool. To more accurately measure the effectiveness of messages and reach, this service also includes tracking social media sentiment within the community regarding county departments, programs and services. The ability to monitor local news coverage and social media engagement enables communications professionals to measure county coverage, impressions and reach within the community.

Impact on Residents and Businesses

There is no negative impact on residents and businesses within the County. Public information is a key component to how county residents, visitors and business operators access county services and engage with county departments on matters impacting their daily lives.

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STATE OF CALIFORNIA**

Additional Fiscal Information

Year	Annual Cost
Year 1	\$41,500.00
Year 2	\$43,160.00
Optional* Year 3	\$44,886.40
Optional* Year 4	\$46,681.87
Optional* Year 5	\$48,549.15

The costs above include up to 13 user licenses. An additional \$10,000 may be used per year if additional user licenses are needed within departments. The initial source of funds is existing Executive Office budget funds. Total costs will be shared among multiple departments using the service.

Contract History and Price Reasonableness

County Purchasing and Fleet Services on behalf of the Executive Office Communications Team released Request for Proposals (RFP) EOARC-073 for Media Monitoring Services. The RFP was advertised on Public Purchase with solicitations being sent to sixty three (63) organizations. Four (4) responses were received. The proposals were reviewed by an evaluation team consisting of personnel from the Executive Office and RUHS – Public Health, and were evaluated based on their technical scores, experience and service demonstration.

The evaluation committee reviewed each proposal and after their thorough review, determined that Carahsoft Technology Corp. was the most qualified, responsive, and responsible bidder meeting the County's criteria. County Counsel has approved the agreement as to legal form and the contractor has executed their respective agreement.

ATTACHMENTS:

ATTACHMENT A: Media Monitoring Services Agreement with Carahsoft Technology Corp.

ATTACHMENT B: General Terms and Conditions of Use of Meltwater Services


Melissa Curtis, Deputy Director of Purchasing and Fleet

4/2/2025


Gregg Gu, Chief of Deputy County Counsel

4/3/2025

Media Monitoring Services Agreement
between
COUNTY OF RIVERSIDE
And
Carahsoft Technology Corp.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Carahsoft Technology Corp, a Maryland corporation authorized to conduct business in the State of California (herein referred to as "RESELLER") of Meltwater News US Inc., effective on March 1, 2025, based on RESELLER's response to RFP no. EOARC-073 for Media Monitoring Services. The parties agree as follows:

1. Purchase of Media Monitoring Services will be through the RESELLER. Terms and conditions between the COUNTY and the RESELLER of the services are governed by the Terms and Conditions noted on the 'Media Monitoring Services Agreement'.

2. Period of Performance:

This Agreement shall be effective on April 8, 2025, and continues in effect for two years through April 7, 2027, unless terminated earlier with three (3) options to renew in one (1) year increments through April 7, 2030 upon written Amendment by both parties.

3. Compensation

- 3.1 The COUNTY shall pay the RESELLER for products provided and service rendered in accordance with the terms of this Agreement as detailed in Exhibit A. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.
- 3.2 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered in arrears within thirty (30) days after the beginning of each annual period. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Indemnification:

In the course of RESELLER's performance as a reseller of third party products and services under the agreement, RESELLER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any third party claims or direct damage, to the extent caused, by the negligent or willful acts or omissions, of RESELLER, its

officers, employees, subcontractor, agents or representatives (excluding third parties who manufacture products or provide services that RESELLER resells hereunder) arising out of or in any way relating to this Agreement, including but not limited to real or tangible property damage, bodily injury, or death or any other element of any kind or nature. RESELLER shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 4.1 With respect to any action or third-party claim subject to indemnification herein by RESELLER. RESELLER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RESELLER indemnification to Indemnitees as set forth herein.
- 4.2 RESELLER obligation hereunder shall be satisfied when RESELLER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 4.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- 4.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

5. Limit of Liability:

RESELLER's liability for direct damages is limited to 10X the amount paid to the Reseller services that gave rise to the claim. RESELLER shall have no liability for any direct damages resulting from COUNTY's use or attempted use of Third-Party Software, Free Software or Development Tools, each as defined in the General Terms and Conditions of Use of Meltwater Services defined as Exhibit B, or Third-Party Products. RESELLER has no liability for indirect or consequential damages.

6. Third Party Software

Third Party Products means hardware, software, or services that are not produced or owned by the RESELLER. The terms governing COUNTY's use of Third-Party Products are as follows:

- A. The third-party manufacturer's General Terms and Conditions of Use of Meltwater Services, including warranty and technical support and maintenance terms and conditions, apply unless COUNTY has an applicable separate negotiated agreement with the third-party manufacturer for the Third-Party Product, in which case that negotiated agreement will govern.
- B. Suppliers provide Third Party Products "AS IS", make no express warranties, and disclaim all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.

7. Termination:

- 7.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the RESELLER stating the extent and effective date of termination. If COUNTY terminates pursuant to this Section 7.1, no refund will be provided and any due or overdue invoices under this Agreement shall become immediately due and payable.
- 7.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for RESELLER default, if RESELLER refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure during the notice period. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- 7.3 After receipt of the notice of termination, RESELLER shall:
 - A. Stop all work under this Agreement on the date specified in the notice of termination and
 - B. Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 7.4 RESELLER rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by RESELLER; or in the event of RESELLER unwillingness or inability (subject to the cure period in Section 7.2) for any reason whatsoever to perform the terms of this Agreement. In such event, RESELLER shall not be entitled to any further compensation under this Agreement.
- 7.5 If the Agreement is federally or State funded, RESELLER cannot be debarred from the System for Award Management (SAM). RESELLER must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 7.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8. Alteration or Changes to the Agreement

- 8.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 8.2 Any claim by the RESELLER for additional payment related to this Agreement shall be made in writing by the RESELLER within 30 days of when the RESELLER has or should have notice of any actual or claimed change in the work, which results in additional and

unanticipated cost to the RESELLER. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the RESELLER pursuant to the claim. Nothing in this section shall excuse the RESELLER from proceeding with performance of the Agreement even if there has been a change.

9. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Executive Office
Attn: Director of Communications
4080 Lemon St. 4th Floor
Riverside, CA 92501

RESELLER

Carahsoft Technology Corp.
Attn: Jennifer Kanach
11493 Sunset Hills Rd.
Reston, VA. 20190

And

Purchasing & Fleet Services
Attn: EO PCS
3450 14th St. Ste. 420
Riverside, CA. 92501

10. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds under the Commercial General Liability policy.

A. Workers' Compensation:

If the RESELLER has employees as defined by the State of California, the RESELLER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY

as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

RESELLER shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the RESELLER, its agents, representatives, or employees. RESELLER shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by RESELLER in this agreement and shall include, but not limited to, claims involving infringement of intellectual property(excluding patent infringement), including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the RESELLER maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the RESELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be permitted to conduct business in the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The RESELLER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, RESELLER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) RESELLER shall cause RESELLER's insurance carrier(s) to furnish the COUNTY with either 1) a copy of a Certificate(s) of Insurance, or 2) if requested to do so in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, a copy of another Certificate of Insurance thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. RESELLER shall not commence operations until the COUNTY has been furnished a copy of a Certificate (s) of Insurance
- 5) It is understood and agreed to by the parties hereto that the RESELLER's Commercial General Liability insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Management's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 7) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) RESELLER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. General:

- 11.1** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
- 11.2** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 11.3** The following documents are attached to and incorporated into this Agreement:

Exhibit A: Payment provisions

Exhibit B: General Terms and Conditions of Use of Meltwater Services


Exhibit C: NewsEdge License Agreement Terms and Conditions

- 11.4** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail or other document relating to the transaction contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- 11.5** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- 11.6** Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors

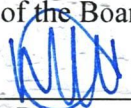
Dated: APR 08 2025

CARAHSOFT TECHNOLOGY CORP.,
a Maryland corporation

By: Natalie LeMay
Natalie LeMay,
State & Local Contracts Manager

Dated: 03/04/2025

ATTEST:
Kimberly A Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: Raymond M. Mistica
Raymond M. Mistica,
Deputy County Counsel

Exhibit A

Payment provisions

1. Year 1 (April 8, 2025- April 7, 2026)

Description	Part No.	Quantity	Total price
Meltwater Explore Standard (Module Requires Exp-Configuration Level)	MW_Exp Std	1	\$15,500.00
Meltwater Explore Standard Configuration: 10 Users, Unlimited Searches Module Requires access to Meltwater Explore Standard	Exp-Config Level 4	1	\$10,000.00
MELTWATER - Subscription Service 1 YR - Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for Users located in United States of America.	MI_Engage_Base_5	1	\$5,000.00
Streaming with monitoring coverage in the United States	Broadcast_National	1	\$2,500.00
Print Media coverage from over 7,800 news sources globally.	MW-Global_Print_50	1	\$2,500.00
MELTWATER - Subscription Service 1 YR -Design and send branded e-Newsletters from within the Meltwater Platform	MW-NL	1	\$1,500.00
Users: Access by up to 1 Authorized Users (defined herein) to the Meltwater platform	Add-User-MW	3	\$4,500.00
Total			\$41,500.00

2. Year 2 (April 8, 2026- April 7, 2027)

Description	Part No.	Quantity	Total price
Meltwater Explore Standard (Module Requires Exp-Configuration Level)	MW_Exp Std	1	\$16,120.00
Meltwater Explore Standard Configuration: 10 Users, Unlimited Searches Module Requires access to Meltwater Explore Standard	Exp-Config Level 4	1	\$10,400.00
MELTWATER - Subscription Service 1 YR - Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for User: located in United States of America.	MI_Engage_Base_5	1	\$5,200.00
Streaming with monitoring coverage in the United States	Broadcast_National	1	\$2,600.00
Print Media coverage from over 7,800 news sources globally.	MW-Global_Print_50	1	\$2,600.00
MELTWATER - Subscription Service 1 YR -Design and send branded e-Newsletters from within the Meltwater Platform	MW-NL	1	\$1,560.00
Users: Access by up to 1 Authorized Users (defined herein) to the Meltwater platform	Add-User-MW	3	\$4,680.00
Total			\$43,160.00

3. Optional Year 3 (April 8, 2027- April 7, 2028)

Description	Part No.	Quantity	Total price
Meltwater Explore Standard (Module Requires Exp-Configuration Level)	MW_Exp Std	1	\$16,764.80
Meltwater Explore Standard Configuration: 10 Users, Unlimited Searches Module Requires access to Meltwater Explore Standard	Exp-Config Level 4	1	\$10,816.00
MELTWATER - Subscription Service 1 YR - Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for Users located in United States of America.	MI_Engage_Base_5	1	\$5,408.00
Streaming with monitoring coverage in the United States	Broadcast_National	1	\$2,704.00
Print Media coverage from over 7,800 news sources globally.	MW-Global_Print_50	1	\$2,704.00
MELTWATER - Subscription Service 1 YR -Design and send branded e-Newsletters from within the Meltwater Platform	MW-NL	1	\$1,622.40
Users: Access by up to 1 Authorized Users (defined herein) to the Meltwater platform	Add-User-MW	3	\$4,867.20
Total			\$44,886.40

4. Optional Year 4 (April 8, 2028- April 7, 2029)

Description	Part No.	Quantity	Total price
Meltwater Explore Standard (Module Requires Exp-Configuration Level)	MW_Exp Std	1	\$17,435.39
Meltwater Explore Standard Configuration: 10 Users, Unlimited Searches Module Requires access to Meltwater Explore Standard	Exp-Config Level 4	1	\$11,248.64
MELTWATER - Subscription Service 1 YR - Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for Users located in United States of America.	MI_Engage_Base_5	1	\$5,624.32
Streaming with monitoring coverage in the United States	Broadcast_National	1	\$2,812.16
Print Media coverage from over 7,800 news sources globally.	MW-Global_Print_50	1	\$2,812.16
MELTWATER - Subscription Service 1 YR -Design and send branded e-Newsletters from within the Meltwater Platform	MW-NL	1	\$1,687.30
Users: Access by up to 1 Authorized Users (defined herein) to the Meltwater platform	Add-User-M	3	\$5,061.90
Total			\$46,681.87

5. Optional Year 5 (April 8, 2029- April 7, 2030)

Description	Part No.	Quantity	Total price
Meltwater Explore Standard (Module Requires Exp-Configuration Level)	MW_Exp Std	1	\$18,132.81
Meltwater Explore Standard Configuration: 10 Users, Unlimited Searches Module Requires access to Meltwater Explore Standard	Exp-Config Level 4	1	\$11,698.59
MELTWATER - Subscription Service 1 YR - Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for Users located in United States of America.	MI_Engage_Base_5	1	\$5,849.29
Streaming with monitoring coverage in the United States	Broadcast_National	1	\$2,924.65
Print Media coverage from over 7,800 news sources globally.	MW-Global_Print_50	1	\$2,924.65
MELTWATER - Subscription Service 1 YR -Design and send branded e-Newsletters from within the Meltwater Platform	MW-NL	1	\$1,754.79
Users: Access by up to 1 Authorized Users (defined herein) to the Meltwater platform	Add-User-MW	3	\$5,264.37
Total			\$48,549.15

Signature: *Natalie LeMay*

Email: natalie.lemay@carahsoft.com

Signature: *Raymond M. Mistica*

Email: rmistica@rivco.org









Media Monitoring Svcs Agreement - Carahsoft Final

Final Audit Report

2025-04-03

Created:	2025-04-02
By:	Andrew Johnson (AndJohnson@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAamdD8OSi7sLEhjoujlywjD0WOX1z1Dxb

"Media Monitoring Svcs Agreement - Carahsoft Final" History

-  Document created by Andrew Johnson (AndJohnson@RIVCO.ORG)
2025-04-02 - 6:29:42 PM GMT
-  Document emailed to Natalie LeMay (natalie.lemay@carahsoft.com) for signature
2025-04-02 - 6:29:47 PM GMT
-  Email viewed by Natalie LeMay (natalie.lemay@carahsoft.com)
2025-04-02 - 6:29:55 PM GMT
-  Document e-signed by Natalie LeMay (natalie.lemay@carahsoft.com)
Signature Date: 2025-04-03 - 5:13:40 PM GMT - Time Source: server
-  Document emailed to Raymond M. Mistica (rmistica@rivco.org) for signature
2025-04-03 - 5:13:45 PM GMT
-  Email viewed by Raymond M. Mistica (rmistica@rivco.org)
2025-04-03 - 5:57:21 PM GMT
-  Document e-signed by Raymond M. Mistica (rmistica@rivco.org)
Signature Date: 2025-04-03 - 6:36:56 PM GMT - Time Source: server
-  Agreement completed.
2025-04-03 - 6:36:56 PM GMT



Adobe Acrobat Sign

EXHIBIT B

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 Media Monitoring Services Agreement, if any, constitute the entire "Agreement" between the parties. The Agreement shall govern COUNTY's access to and use of the Site (as defined below) and the Meltwater products and services purchased by COUNTY 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, Media Monitoring Services Agreement and the Order Confirmation, the Media Monitoring Services Agreement shall control, followed by the T&C and then the Order Confirmation, unless otherwise agreed by the parties in writing.

2. Right of Use

2.1 COUNTY 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/en/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 COUNTY 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 COUNTY's affiliated companies. COUNTY 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 COUNTY.

2.2 [Intentionally Omitted].

3. Prerequisites

COUNTY 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

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

5. Product-Specific Terms and Conditions

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

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

5.2 Online Newswire: COUNTY shall only release newswires, articles or other content that is directly associated with COUNTY, and COUNTY acknowledges that neither Meltwater nor any third party newswire provider has any obligation to publish COUNTY 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: [Intentionally Omitted].

5.4 Global Print Media: COUNTY represents that it has read, understands, and agrees to be bound by the terms and conditions located at and attached hereto as Exhibit C <http://meltwaternews.com/doc/AcquireMediaTermsOfService.pdf>. COUNTY agrees that Acquire Media is an intended third party beneficiary of this Agreement.

5.5 Meltwater Engage: Intentionally Omitted

6. Third Party Sites and Third-Party Content

Meltwater Services may include links to third party websites ("Third Party Sites"). COUNTY 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. COUNTY 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 COUNTY by any third party. COUNTY warrants that all content uploaded and distributed via the Meltwater Services by COUNTY shall comply with all applicable law. Meltwater will terminate the account of any COUNTY, 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, COUNTY will be invoiced for the full amount due. COUNTY shall pay all invoices thirty (30) days after the invoice is received. Except as provided in Section 7.4 below, payment obligations are non-cancellable and all fees paid by COUNTY 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"). COUNTY 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 COUNTY is responsible, the appropriate amount shall be invoiced to and paid by COUNTY, unless COUNTY provides Meltwater with a valid tax exemption certificate from the appropriate taxing authority.

7.3 If COUNTY is in breach of this Agreement then Meltwater, at its sole option, is entitled to immediately suspend the Agreement without notice and to cancel the Agreement with notice if Customer fails to cure such breach within thirty (30) days from receipt of notice of such breach from Meltwater. Additional claims for payment default remain reserved. Meltwater will not charge any default interest on any outstanding fees.

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 COUNTY, 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.

8. Duration and Cancellation

8.1 The Agreement shall commence on the date specified by Section 2 "Period of Performance" of the Media Monitoring Services Agreement. COUNTY may terminate the Agreement as per Section 7 "Termination" of the Media Monitoring Services Agreement, provided that (i) no refund shall be provided if COUNTY terminates under Section 7.1 thereof and (ii) the cure period in Section 7.2 thereof shall be thirty (30) days. A timely cancellation according to this Section 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.

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. COUNTY's use of the Site and the Meltwater Services is limited to the rights granted to COUNTY under this Agreement and Meltwater reserves all rights not expressly granted herein.

10. Data Use and Restrictions

The rights granted to COUNTY 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 COUNTY under this Agreement. COUNTY 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 COUNTY.

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 five (5) times the total amount of payment due by COUNTY 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 COUNTY 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 COUNTY 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 COUNTY for more than three (3) business days of COUNTY first notifying Meltwater of such unavailability, Meltwater will issue to COUNTY 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 COUNTY.

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, COUNTY irrevocably agrees all disputes arising out of or in connection with the 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 in Riverside County, 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,

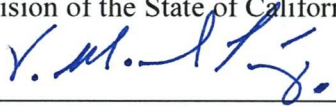
without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals. are void and shall be of no force and effect regardless of whether they are delivered to Meltwater prior to, concurrently, or after the execution of this Agreement. 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 COUNTY 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this **General Terms and Conditions of Use of Meltwater Services**.

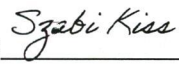
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 

V. Manuel Perez, Chair
Board of Supervisors

Dated: APR 08 2025

MELTWATER NEWS US INC.,
a Delaware Corporation

By: 

Szabi Kiss
Deal Desk Director

Dated: _____

ATTEST:

Kimberly A Rector
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Raymond M. Mistica

Raymond M. Mistica
Deputy County Counsel



NewsEdge® LICENSE AGREEMENT TERMS AND CONDITIONS

Acquire Media Ventures Inc. ("Acquire Media") will supply, and Licensee will use, the NewsEdge service, in accordance with the following terms and conditions:

1. Definitions.

(a) "Licensed Content" means any data, materials, reports, images or other information, in any form, which Acquire Media licenses and provides to Licensee, including but not limited to headlines, stories, press releases, articles, publications, translations, text, clips, graphics, photographs, images, videos, audio files, charts, tables, securities prices, formatting elements, artwork, logos, metadata and all other materials contained therein, whether or not protected by copyright.

(b) "Media Provider" means Acquire Media and any third-party from which Acquire Media has acquired the right to distribute and to grant Licensee the right to use the Licensed Content.

(c) "End-User" means an individual who has been authorized by Licensee to access the Licensed Content, but is limited to Licensee's officers, employees, agents, consultants and customers, and potential customers of Licensee who have accessed the Licensed Content for their own investment or informational purposes.

2. Grant of Rights – Licensed Content.

(a) Subject to all of the terms and conditions of this Acquire Media NewsEdge® License Agreement ("AMNLA"), Acquire Media grants to Licensee a nonexclusive, non-transferable (except to the extent expressly set forth in Section 9(a) of this AMNLA) license to display and otherwise to make available to its End-Users the Licensed Content; *provided, however*, that Licensee and its End-Users may use any metadata provided by Acquire Media solely for purposes of accessing and viewing the Licensed Content and for no other purpose.

(b) Licensee may not in any way make the Licensed Content available, through any medium,

(i) to any person or entity who is not an End-User or which redistributes or causes the redistribution of the Licensed Content without prior written permission of Acquire Media,

(ii) for use in print, television or radio news media (including Web sites affiliated with or supporting entities engaged in such news distribution) without prior written permission of Acquire Media,

(iii) to any person or entity which links the Licensed Content to a Web site, or otherwise distributes or makes available material, which is pornographic, obscene, defamatory, harassing, grossly offensive, malicious in nature, or which infringes, or potentially infringes, any intellectual or other property rights (including copyright, patent, trademark and trade secret rights) of any person, or

(iv) to any person or entity which uses or permits the use of the Licensed Content in any way that compromises the integrity thereof or which infringes any copyrights or proprietary interests of any Media Provider.

(c) All Licensed Content displayed by Licensee or any End-Users shall include any copyrights or other proprietary legends and protections relating to the Licensed Content, and any datelines provided by the Media Providers.

(d) All title and copyrights in and to the Licensed Content (including but not limited to any images, photographs, animations, video, audio, music, text, and metadata), and any copies of the Licensed Content, are owned by the Media Providers. The Licensed Content is protected by copyright laws and international treaty provisions. No rights of any kind in, or with respect to, the Licensed Content, other than those expressly granted by this AMNLA, are transferred to Licensee pursuant to this AMNLA.

(e) The license granted hereunder is limited to display and retrieval of news stories on such End-User's desktop, laptop or other device. By way of illustration and not limitation, the license shall not cover systems or applications that enable any program (including without limitation algorithmic trading programs), data mining, text mining, or trend analysis function, that integrate news with customer relationship management, order management, trading, or portfolio management tools or systems, or mid- or back-office applications, and Licensee and each such End-User shall have no right pursuant to this AMNLA to distribute the Licensed Content via email, instant messaging (other than limited portions on an occasional basis in the normal course of business in communications with other employees and/or securities professionals), a customer Intranet, personal digital assistants, wireless application protocol, or short message service or radio system.

3. Delivery of the Licensed Content. Subject to the performance of Media Providers, Acquire Media will use commercially reasonable efforts, consistent with industry standards, to maintain the timeliness of its delivery of the Licensed Content to Licensee.

4. Use and Display of Licensed Content.

(a) In the event that a Media Provider notifies Acquire Media that, in the opinion of the Media Provider, the Licensed Content is being displayed in any manner or in conjunction with any other material that, in the Media Provider's sole discretion, tarnishes, disparages or is otherwise objectionable to the Media Provider or harms the image of the Media Provider and its services, Licensee, immediately after receipt of such notification in

a service of

acquiremedia

writing from Acquire Media (including notice by email), shall, as directed by the Media Provider, cause such objectionable manner of display to cease or cause such objectionable material to be removed from any locations on which it appears.

(b) In the event that Acquire Media receives notice from any Media Provider that it has elected to exclude any Licensed Content from the Licensed Content being delivered pursuant to this AMNLA, based on any notice from any party (whether a natural person, corporation, government agency or other business or legal entity) to such Media Provider asserting any challenge to its rights with respect to the use of any Licensed Content, or a good faith concern that any particular use of such Licensed Content may create legal liability for it, Acquire Media, and/or Licensee, then Acquire Media shall have the right, without incurring any liability to Licensee, at any time, to exclude such Licensed Content from the rights granted hereunder. Acquire Media shall give prompt notice to Licensee of any such exclusion.

(c) In the event that a Media Provider instructs Acquire Media to suspend providing the Media Provider's Licensed Content, or a portion thereof, to Licensee, Acquire Media may, without liability to Licensee, suspend the providing such Licensed Content, after providing prior written notice to Licensee (including notice by email), until otherwise instructed by the Media Provider.

(d) In the event that Acquire Media determines in its sole discretion that breach by Licensee or its End-Users of any provision of this AMNLA might cause Acquire Media to be in breach of its obligations to a Media Provider, in addition to any other remedies Acquire Media may have, pursuant to this AMNLA or otherwise, Acquire Media may on one-hour's notice (including notice by email) suspend delivery of the Licensed Content from such Media Provider to Licensee until the breach is cured.

(e) Acquire Media's suspension of delivery of Licensed Content pursuant to Sections 4(c) and 4(d) shall not constitute a breach of its obligations pursuant to this AMNLA.

5. Acquire Media Charges.

(a) Licensee shall pay to Acquire Media all of the fees and charges in accordance with the pricing schedule and provisions set forth in the Order Form, plus all applicable federal, state and local taxes. Acquire Media shall not be required to render an invoice with respect to any such fees due.

(b) Licensee shall pay a service charge of one and one half percent per month with respect to all payments that are not made in full within 45 days of the date due. In addition to all other remedies, Acquire Media reserves the right to suspend the delivery of the Licensed Content to Licensee if Licensee's account is 60 or more days past due, after notice by facsimile, email, and/or overnight delivery of Acquire Media's intention to suspend service in five business days if full payment is not received by Acquire Media with respect to all payments which are then 45 or more days past due.

(c) Acquire Media may, upon ten-days' prior notice, review the books and records of Licensee relating to the license granted to Licensee or with respect to the services or the number of End-

Users at the place where such books and records are maintained, during normal business hours in a manner which would not unreasonably interfere with normal business activities. A true copy of any report of the result of any such review shall be delivered to Licensee promptly upon completion. In no event shall any review be made for any period beginning more than three years prior to the date of the review, nor may reviews be conducted more frequently than annually. Any such review shall be at the sole cost and expense of Acquire Media unless errors in Acquire Media's favor shall be established as a result thereof amounting to at least five percent of the amount payable to Acquire Media for the period examined, in which case Licensee shall reimburse Acquire Media for the reasonable cost thereof, in addition to the payment of the amount of any underpayment, together with simple interest, at the then current Citicorp Prime Rate, computed from the date on which the payment was due. Such payment shall be made within 30 days of notice to Licensee of the results of any such review.

6. Term and Termination.

(a) This AMNLA shall commence on the date specified in the Order Form and shall continue for the initial term as stated therein, unless earlier terminated in accordance with this AMNLA. Thereafter, the Agreement will be extended automatically for periods of time equivalent to the initial term or the then-current renewal term at Acquire Media's then-current prices and subject to the terms of this AMNLA, unless this Agreement is cancelled in writing at least 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.

(b) A timely cancellation according to Section 6(a) will become effective as of the end of the then-current term. Upon expiration or termination of this Agreement, Customer's access rights and all other rights granted pursuant to this AMNLA shall expire. Termination of this AMNLA shall not act as a waiver of any breach of this AMNLA and shall not release a party from any liability for breach of such party's obligations pursuant to this AMNLA that occurred prior to the effective date of termination.

(c) Either party may terminate this AMNLA in the event that the other party materially breaches this AMNLA, and fails to cure or to correct such breach within 20 days after it receives written notice of the breach. Licensee's failure to make payment after receipt of a notice of suspension (as described in Section 5(b)) constitutes material breach.

(d) Either party shall have the right to terminate this AMNLA upon the other party (i) becoming or being declared insolvent or bankrupt, (ii) becoming the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, or (iii) making an assignment for the benefit of all or substantially all of its creditors.

(e) Upon termination of this AMNLA, Licensee will destroy, and cause its End-Users to destroy, all copies of the Licensed Content then in its possession (except to the extent that information or permitted excerpts or quotations from the Licensed Content has been incorporated into Licensee's services) and, within ten business days, certify in writing to Acquire Media that such destruc-

tion has been completed; *provided, however*, that Licensee shall have the right to retain any of the Licensed Content so permitted by the originating Media Provider upon presentation of documentation of such rights to Acquire Media, which Acquire Media in its sole reasonable judgment deems to be sufficient.

(f) In addition to its other remedies, pursuant to the provisions of this AMNLA or otherwise, upon seven-days' notice, Acquire Media in its sole discretion may suspend delivery of Licensed Content to Licensee if Licensee shall be in material breach of any of its obligations pursuant to this AMNLA and may continue such suspension until such breach is cured and Licensee has demonstrated to Acquire Media that it has taken action to ensure that such breach shall not re-occur.

7. Warranties.

(a) Acquire Media hereby represents and warrants that it has full title to, or authority to use and/or distribute, the Licensed Content and that Acquire Media's use and distribution of the Licensed Content does not infringe on the intellectual property rights of any other party or entity.

(b) ACQUIRE MEDIA AND ITS MEDIA PROVIDERS EXPRESSLY DISCLAIM ANY OTHER WARRANTIES FOR THE LICENSED CONTENT AND ITS DELIVERY. THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF THE LICENSED CONTENT OR THE AVAILABILITY OF THE DELIVERY SERVICE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. EXCEPT TO THE EXTENT OF THE EXPRESS WARRANTIES CONTAINED IN SUBSECTION (a) OF THIS SECTION 7, THE ENTIRE RISK ARISING OUT OF USE OF THE LICENSED CONTENT OR ITS DELIVERY REMAINS WITH LICENSEE.

(c) UNDER NO CIRCUMSTANCES SHALL ACQUIRE MEDIA OR ITS SUPPLIERS OR MEDIA PROVIDERS (EXCEPT TO THE EXTENT ANY SUCH MEDIA PROVIDER MAY HAVE AGREED OTHERWISE PURSUANT TO A SEPARATE AGREEMENT WITH LICENSEE) BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE LICENSED CONTENT, OR THE DELIVERY OF THE LICENSED CONTENT, INCLUDING, BUT NOT LIMITED TO, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS OR DELAYS IN OPERATION, TRANSMISSION OR RECEIPT OF DATA, LOSS OF DATA, COMMUNICATIONS FAILURES, BUSINESS INTERRUPTION, OR LOST PROFITS, IN CONTRACT, TORT OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INFORMATION CONTAINED IN THE LICENSED CONTENT IS OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE. HOWEVER, ACQUIRE MEDIA AND THE MEDIA PROVIDERS DO NOT GUARANTEE THE ACCURACY AND

COMPLETENESS OF THE INFORMATION CONTAINED IN THE LICENSED CONTENT WHICH IS SUPPLIED ON AN "AS IS" BASIS.

(d) UNLESS SPECIFICALLY RESTRICTED BY THE EXPRESS PROVISION OF THIS AMNLA, ACQUIRE MEDIA AND THE MEDIA PROVIDERS RESERVE THE RIGHT TO ADD OR WITHDRAW SOURCES AND ITEMS OF COVERAGE FROM THE LICENSED CONTENT WITHOUT PRIOR NOTICE TO LICENSEE.

(e) EXCEPT WITH RESPECT TO ITS OBLIGATIONS OF INDEMNIFICATION SET FORTH IN SECTION 8 OF THIS AMNLA, IN NO EVENT SHALL ACQUIRE MEDIA BE LIABLE FOR ANY DAMAGES, LIABILITIES, LOSSES OR EXPENSES, IN EXCESS OF THE AGGREGATE AMOUNT ACQUIRE MEDIA SHALL HAVE RECEIVED FROM LICENSEE PURSUANT TO THIS AMNLA FOR THE CURRENT TERM THEN IN EFFECT.

(f) BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

8. Indemnity.

(a) Licensee shall indemnify and hold Acquire Media and each Media Provider, and their respective officers, directors, employees and agents, harmless from and against any and all claims, damages, losses, liabilities or expenses, including reasonable attorney's fees and expenses, resulting from or arising out of Licensee's use, or unauthorized distribution, of the Licensed Content, including but not limited to alteration or modification of the Licensed Content.

(b) Acquire Media shall indemnify and hold Licensee harmless from and against all claims and damages, including reasonable attorney's fees and expenses, incurred by Licensee to the extent such claims or damages arise out of a valid claim that the delivery of the Licensed Content to Licensee infringes the copyright, or other proprietary right of a third party pursuant to applicable law and provided that Licensee has used the Licensed Content in accordance with the instructions and restrictions of Acquire Media and the Media Providers. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND, AND ACQUIRE MEDIA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

(c) Such obligations are subject to the following conditions (i) indemnified party shall promptly notify the indemnifying party in writing of any claim or litigation that is subject to such indemnification obligation; (ii) indemnified party shall grant to indemnifying party sole control of the settlement, compromise, negotiation and defense of any such claim; and (iii) indemnified party gives indemnifying party all information, assistance and authority, at indemnified party's expense, to enable indemnifying party to so defend or otherwise settle or dispose of such claim or suit

on behalf of indemnified party. The party requesting indemnification shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing, and shall in any event cooperate reasonably with the indemnifying party in the defense of such claim or litigation.

9. **Miscellaneous.**

(a) **Assignment.** Licensee may assign this AMNLA to any subsidiary or affiliate or entity owned or controlled by Licensee without regard to the jurisdiction of incorporation of such subsidiary, affiliate or entity, or as part of the sale of that part of its business in which the Licensed Content was employed, or pursuant to any merger, consolidation or other reorganization, without Acquire Media's consent, upon notice to Acquire Media. Acquire Media shall not assign this AMNLA without Licensee's prior written consent, which shall not be unreasonably withheld, except to an affiliate or to an entity acquiring all or substantially all of the business or assets of Acquire Media, provided that such assignee has the full ability to perform Acquire Media's obligations pursuant to this AMNLA. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this AMNLA. It is understood that no assignment shall release the assigning party from any of its obligations hereunder.

(b) **Notice.** Licensee and Acquire Media agree that notices may be sent by electronic mail, to the electronic mail address indicated by Licensee on the Order Form and to Acquire Media at generalcounsel@acquiremedia.com, 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 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.

(c) **Force Majeure.** Acquire Media shall not be liable for any delays in its performance pursuant to this AMNLA due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, floods, strikes, lock-outs, other labor controversies, riots, civil commotion, acts or restrictions of any government or governmental agency, orders of court or shortages, delays or interruptions in the availability of facilities or materials as specified in the Order Form.

(d) **Headings.** The captions of the various sections of this AMNLA have been inserted only for the purpose of convenience; such captions are not a part of this AMNLA and shall not be deemed, in any manner, to modify, explain, enlarge or restrict any of the provisions of this AMNLA.

(e) **Governing Law.** This AMNLA shall be governed by and construed pursuant to the laws of the State of New Jersey without giving effect to the choice of law principles thereof.

(f) **Consent to Jurisdiction, Venue and Service.** Each party consents and agrees that all legal proceedings relating to the subject matter of this AMNLA shall be maintained in courts sitting within the State of New Jersey, and each party consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

(g) **Severability.** If any provision of this AMNLA or any Schedule or the Order Form attached hereto is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this AMNLA and the Schedules and the Order Form will not be impaired thereby.

(h) **No Waiver.** The failure by any party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.

(i) **Survival.** In the event of the termination or upon expiration of this AMNLA, Sections 2(b), 2(c), 2(d), 2(e), 4, 5(c), 6(e), 6(f), 7(c), 7(e), 8 and 9 hereof will survive and continue in full force and effect.

(j) **Complete Agreement.** The terms and conditions of the Order Form, Schedules, Exhibits and Riders, if any, attached hereto, are incorporated into this AMNLA by this reference and shall constitute part of this AMNLA as if fully set forth herein. In the event of a conflict between the terms of this AMNLA and any Schedule, Exhibit or Rider, if any, the terms of the Schedule, Exhibit or Rider, shall control. This AMNLA, including the Order Form, Schedules, Exhibits and Riders, if any, attached hereto, sets forth the entire understanding of the parties as to the Licensed Content described in the Order Form and the delivery of the Licensed Content and may not be modified except in a writing executed by both parties.



NewsEdge® LICENSE AGREEMENT TERMS AND CONDITIONS

Acquire Media Ventures Inc. ("Acquire Media") will supply, and Licensee will use, the NewsEdge service, in accordance with the following terms and conditions:

1. Definitions.

(a) "Licensed Content" means any data, materials, reports, images or other information, in any form, which Acquire Media licenses and provides to Licensee, including but not limited to headlines, stories, press releases, articles, publications, translations, text, clips, graphics, photographs, images, videos, audio files, charts, tables, securities prices, formatting elements, artwork, logos, metadata and all other materials contained therein, whether or not protected by copyright.

(b) "Media Provider" means Acquire Media and any third-party from which Acquire Media has acquired the right to distribute and to grant Licensee the right to use the Licensed Content.

(c) "End-User" means an individual who has been authorized by Licensee to access the Licensed Content, but is limited to Licensee's officers, employees, agents, consultants and customers, and potential customers of Licensee who have accessed the Licensed Content for their own investment or informational purposes.

2. Grant of Rights - Licensed Content.

(a) Subject to all of the terms and conditions of this Acquire Media NewsEdge® License Agreement ("AMNLA"), Acquire Media grants to Licensee a nonexclusive, non-transferable (except to the extent expressly set forth in Section 9(a) of this AMNLA) license to display and otherwise to make available to its End-Users the Licensed Content; *provided, however*, that Licensee and its End-Users may use any metadata provided by Acquire Media solely for purposes of accessing and viewing the Licensed Content and for no other purpose.

(b) Licensee may not in any way make the Licensed Content available, through any medium,

(i) to any person or entity who is not an End-User or which redistributes or causes the redistribution of the Licensed Content without prior written permission of Acquire Media,

(ii) for use in print, television or radio news media (including Web sites affiliated with or supporting entities engaged in such news distribution) without prior written permission of Acquire Media,

(iii) to any person or entity which links the Licensed Content to a Web site, or otherwise distributes or makes available material, which is pornographic, obscene, defamatory, harassing, grossly offensive, malicious in nature, or which infringes, or potentially infringes, any intellectual or other property rights (including copyright, patent, trademark and trade secret rights) of any person, or

(iv) to any person or entity which uses or permits the use of the Licensed Content in any way that compromises the integrity thereof or which infringes any copyrights or proprietary interests of any Media Provider.

(c) All Licensed Content displayed by Licensee or any End-Users shall include any copyrights or other proprietary legends and protections relating to the Licensed Content, and any datelines provided by the Media Providers.

(d) All title and copyrights in and to the Licensed Content (including but not limited to any images, photographs, animations, video, audio, music, text, and metadata), and any copies of the Licensed Content, are owned by the Media Providers. The Licensed Content is protected by copyright laws and international treaty provisions. No rights of any kind in, or with respect to, the Licensed Content, other than those expressly granted by this AMNLA, are transferred to Licensee pursuant to this AMNLA.

(e) The license granted hereunder is limited to display and retrieval of news stories on such End-User's desktop, laptop or other device. By way of illustration and not limitation, the license shall not cover systems or applications that enable any program (including without limitation algorithmic trading programs), data mining, text mining, or trend analysis function, that integrate news with customer relationship management, order management, trading, or portfolio management tools or systems, or mid- or back-office applications, and Licensee and each such End-User shall have no right pursuant to this AMNLA to distribute the Licensed Content via email, instant messaging (other than limited portions on an occasional basis in the normal course of business in communications with other employees and/or securities professionals), a customer Intranet, personal digital assistants, wireless application protocol, or short message service or radio system.

3. **Delivery of the Licensed Content.** Subject to the performance of Media Providers, Acquire Media will use commercially reasonable efforts, consistent with industry standards, to maintain the timeliness of its delivery of the Licensed Content to Licensee.

4. Use and Display of Licensed Content.

(a) In the event that a Media Provider notifies Acquire Media that, in the opinion of the Media Provider, the Licensed Content is being displayed in any manner or in conjunction with any other material that, in the Media Provider's sole discretion, tarnishes, disparages or is otherwise objectionable to the Media Provider or harms the image of the Media Provider and its services, Licensee, immediately after receipt of such notification in

writing from Acquire Media (including notice by email), shall, as directed by the Media Provider, cause such objectionable manner of display to cease or cause such objectionable material to be removed from any locations on which it appears.

(b) In the event that Acquire Media receives notice from any Media Provider that it has elected to exclude any Licensed Content from the Licensed Content being delivered pursuant to this AMNLA, based on any notice from any party (whether a natural person, corporation, government agency or other business or legal entity) to such Media Provider asserting any challenge to its rights with respect to the use of any Licensed Content, or a good faith concern that any particular use of such Licensed Content may create legal liability for it, Acquire Media, and/or Licensee, then Acquire Media shall have the right, without incurring any liability to Licensee, at any time, to exclude such Licensed Content from the rights granted hereunder. Acquire Media shall give prompt notice to Licensee of any such exclusion.

(c) In the event that a Media Provider instructs Acquire Media to suspend providing the Media Provider's Licensed Content, or a portion thereof, to Licensee, Acquire Media may, without liability to Licensee, suspend the providing such Licensed Content, after providing prior written notice to Licensee (including notice by email), until otherwise instructed by the Media Provider.

(d) In the event that Acquire Media determines in its sole discretion that breach by Licensee or its End-Users of any provision of this AMNLA might cause Acquire Media to be in breach of its obligations to a Media Provider, in addition to any other remedies Acquire Media may have, pursuant to this AMNLA or otherwise, Acquire Media may on one-hour's notice (including notice by email) suspend delivery of the Licensed Content from such Media Provider to Licensee until the breach is cured.

(e) Acquire Media's suspension of delivery of Licensed Content pursuant to Sections 4(c) and 4(d) shall not constitute a breach of its obligations pursuant to this AMNLA.

5. Acquire Media Charges.

(a) Licensee shall pay to Acquire Media all of the fees and charges in accordance with the pricing schedule and provisions set forth in the Order Form, plus all applicable federal, state and local taxes. Acquire Media shall not be required to render an invoice with respect to any such fees due.

(b) Licensee shall pay a service charge of one and one half percent per month with respect to all payments that are not made in full within 45 days of the date due. In addition to all other remedies, Acquire Media reserves the right to suspend the delivery of the Licensed Content to Licensee if Licensee's account is 60 or more days past due, after notice by facsimile, email, and/or overnight delivery of Acquire Media's intention to suspend service in five business days if full payment is not received by Acquire Media with respect to all payments which are then 45 or more days past due.

(c) Acquire Media may, upon ten-days' prior notice, review the books and records of Licensee relating to the license granted to Licensee or with respect to the services or the number of End-

Users at the place where such books and records are maintained, during normal business hours in a manner which would not unreasonably interfere with normal business activities. A true copy of any report of the result of any such review shall be delivered to Licensee promptly upon completion. In no event shall any review be made for any period beginning more than three years prior to the date of the review, nor may reviews be conducted more frequently than annually. Any such review shall be at the sole cost and expense of Acquire Media unless errors in Acquire Media's favor shall be established as a result thereof amounting to at least five percent of the amount payable to Acquire Media for the period examined, in which case Licensee shall reimburse Acquire Media for the reasonable cost thereof, in addition to the payment of the amount of any underpayment, together with simple interest, at the then current Citicorp Prime Rate, computed from the date on which the payment was due. Such payment shall be made within 30 days of notice to Licensee of the results of any such review.

6. Term and Termination.

(a) This AMNLA shall commence on the date specified in the Order Form and shall continue for the initial term as stated therein, unless earlier terminated in accordance with this AMNLA. Thereafter, the Agreement will be extended automatically for periods of time equivalent to the initial term or the then-current renewal term at Acquire Media's then-current prices and subject to the terms of this AMNLA, unless this Agreement is cancelled in writing at least 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.

(b) A timely cancellation according to Section 6(a) will become effective as of the end of the then-current term. Upon expiration or termination of this Agreement, Customer's access rights and all other rights granted pursuant to this AMNLA shall expire. Termination of this AMNLA shall not act as a waiver of any breach of this AMNLA and shall not release a party from any liability for breach of such party's obligations pursuant to this AMNLA that occurred prior to the effective date of termination.

(c) Either party may terminate this AMNLA in the event that the other party materially breaches this AMNLA, and fails to cure or to correct such breach within 20 days after it receives written notice of the breach. Licensee's failure to make payment after receipt of a notice of suspension (as described in Section 5(b)) constitutes material breach.

(d) Either party shall have the right to terminate this AMNLA upon the other party (i) becoming or being declared insolvent or bankrupt, (ii) becoming the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, or (iii) making an assignment for the benefit of all or substantially all of its creditors.

(e) Upon termination of this AMNLA, Licensee will destroy, and cause its End-Users to destroy, all copies of the Licensed Content then in its possession (except to the extent that information or permitted excerpts or quotations from the Licensed Content has been incorporated into Licensee's services) and, within ten business days, certify in writing to Acquire Media that such destruc-

tion has been completed; *provided, however*, that Licensee shall have the right to retain any of the Licensed Content so permitted by the originating Media Provider upon presentation of documentation of such rights to Acquire Media, which Acquire Media in its sole reasonable judgment deems to be sufficient.

(f) In addition to its other remedies, pursuant to the provisions of this AMNLA or otherwise, upon seven-days' notice, Acquire Media in its sole discretion may suspend delivery of Licensed Content to Licensee if Licensee shall be in material breach of any of its obligations pursuant to this AMNLA and may continue such suspension until such breach is cured and Licensee has demonstrated to Acquire Media that it has taken action to ensure that such breach shall not re-occur.

7. Warranties.

(a) Acquire Media hereby represents and warrants that it has full title to, or authority to use and/or distribute, the Licensed Content and that Acquire Media's use and distribution of the Licensed Content does not infringe on the intellectual property rights of any other party or entity.

(b) ACQUIRE MEDIA AND ITS MEDIA PROVIDERS EXPRESSLY DISCLAIM ANY OTHER WARRANTIES FOR THE LICENSED CONTENT AND ITS DELIVERY. THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF THE LICENSED CONTENT OR THE AVAILABILITY OF THE DELIVERY SERVICE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT OF THE EXPRESS WARRANTIES CONTAINED IN SUBSECTION (a) OF THIS SECTION 7, THE ENTIRE RISK ARISING OUT OF USE OF THE LICENSED CONTENT OR ITS DELIVERY REMAINS WITH LICENSEE.

(c) UNDER NO CIRCUMSTANCES SHALL ACQUIRE MEDIA OR ITS SUPPLIERS OR MEDIA PROVIDERS (EXCEPT TO THE EXTENT ANY SUCH MEDIA PROVIDER MAY HAVE AGREED OTHERWISE PURSUANT TO A SEPARATE AGREEMENT WITH LICENSEE) BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE LICENSED CONTENT, OR THE DELIVERY OF THE LICENSED CONTENT, INCLUDING, BUT NOT LIMITED TO, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS OR DELAYS IN OPERATION, TRANSMISSION OR RECEIPT OF DATA, LOSS OF DATA, COMMUNICATIONS FAILURES, BUSINESS INTERRUPTION, OR LOST PROFITS, IN CONTRACT, TORT OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INFORMATION CONTAINED IN THE LICENSED CONTENT IS OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE. HOWEVER, ACQUIRE MEDIA AND THE MEDIA PROVIDERS DO NOT GUARANTEE THE ACCURACY AND

COMPLETENESS OF THE INFORMATION CONTAINED IN THE LICENSED CONTENT WHICH IS SUPPLIED ON AN "AS IS" BASIS.

(d) UNLESS SPECIFICALLY RESTRICTED BY THE EXPRESS PROVISION OF THIS AMNLA, ACQUIRE MEDIA AND THE MEDIA PROVIDERS RESERVE THE RIGHT TO ADD OR WITHDRAW SOURCES AND ITEMS OF COVERAGE FROM THE LICENSED CONTENT WITHOUT PRIOR NOTICE TO LICENSEE.

(e) EXCEPT WITH RESPECT TO ITS OBLIGATIONS OF INDEMNIFICATION SET FORTH IN SECTION 8 OF THIS AMNLA, IN NO EVENT SHALL ACQUIRE MEDIA BE LIABLE FOR ANY DAMAGES, LIABILITIES, LOSSES OR EXPENSES, IN EXCESS OF THE AGGREGATE AMOUNT ACQUIRE MEDIA SHALL HAVE RECEIVED FROM LICENSEE PURSUANT TO THIS AMNLA FOR THE CURRENT TERM THEN IN EFFECT.

(f) BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

8. Indemnity.

(a) Licensee shall indemnify and hold Acquire Media and each Media Provider, and their respective officers, directors, employees and agents, harmless from and against any and all claims, damages, losses, liabilities or expenses, including reasonable attorney's fees and expenses, resulting from or arising out of Licensee's use, or unauthorized distribution, of the Licensed Content, including but not limited to alteration or modification of the Licensed Content.

(b) Acquire Media shall indemnify and hold Licensee harmless from and against all claims and damages, including reasonable attorney's fees and expenses, incurred by Licensee to the extent such claims or damages arise out of a valid claim that the delivery of the Licensed Content to Licensee infringes the copyright, or other proprietary right of a third party pursuant to applicable law and provided that Licensee has used the Licensed Content in accordance with the instructions and restrictions of Acquire Media and the Media Providers. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND, AND ACQUIRE MEDIA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF NON-INFRINGEMENT.

(c) Such obligations are subject to the following conditions (i) indemnified party shall promptly notify the indemnifying party in writing of any claim or litigation that is subject to such indemnification obligation; (ii) indemnified party shall grant to indemnifying party sole control of the settlement, compromise, negotiation and defense of any such claim; and (iii) indemnified party gives indemnifying party all information, assistance and authority, at indemnified party's expense, to enable indemnifying party to so defend or otherwise settle or dispose of such claim or suit

on behalf of indemnified party. The party requesting indemnification shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing, and shall in any event cooperate reasonably with the indemnifying party in the defense of such claim or litigation.

9. Miscellaneous.

(a) **Assignment.** Licensee may assign this AMNLA to any subsidiary or affiliate or entity owned or controlled by Licensee without regard to the jurisdiction of incorporation of such subsidiary, affiliate or entity, or as part of the sale of that part of its business in which the Licensed Content was employed, or pursuant to any merger, consolidation or other reorganization, without Acquire Media's consent, upon notice to Acquire Media. Acquire Media shall not assign this AMNLA without Licensee's prior written consent, which shall not be unreasonably withheld, except to an affiliate or to an entity acquiring all or substantially all of the business or assets of Acquire Media, provided that such assignee has the full ability to perform Acquire Media's obligations pursuant to this AMNLA. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this AMNLA. It is understood that no assignment shall release the assigning party from any of its obligations hereunder.

(b) **Notice.** Licensee and Acquire Media agree that notices may be sent by electronic mail, to the electronic mail address indicated by Licensee on the Order Form and to Acquire Media at generalcounsel@acquiremedia.com, 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 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.

(c) **Force Majeure.** Acquire Media shall not be liable for any delays in its performance pursuant to this AMNLA due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, floods, strikes, lock-outs, other labor controversies, riots, civil commotion, acts or restrictions of any government or governmental agency, orders of court or shortages, delays or interruptions in the availability of facilities or materials as specified in the Order Form.

(d) **Headings.** The captions of the various sections of this AMNLA have been inserted only for the purpose of convenience; such captions are not a part of this AMNLA and shall not be deemed, in any manner, to modify, explain, enlarge or restrict any of the provisions of this AMNLA.

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Meltwater T&Cs with County of Riverside

Final Audit Report

2025-03-27

Created:	2025-03-25
By:	Andrew Johnson (AndJohnson@RIVCO.ORG)
Status:	Signed
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