

## Meltwater Services

### Meltwater Regular Americas

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- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from sources tracked by Meltwater globally. Full historic news search results available.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and results.

### Broadcast National

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- Streaming with monitoring coverage in the United States.
- Searchable Broadcast content database for one country within the Meltwater Platform.
- Transcript and recording displayed in online portal.
- Clips can be edited and shared with colleagues.

### Influencer Contact Manager

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- Country of influencer database access: United States
- Online contact manager system to search, identify and organize media contacts and sources.
- Access for all Authorized Users with current access to Meltwater platform. If purchased as a standalone product without prior access to Meltwater platform, access provided for up to 5 Authorized Users.
- Ability to upload contacts. Customer is responsible for obtaining any required consent from such contacts where necessary.
- Ability to Email and Archive press releases and media advisories.
- Proprietary influencer search with relevance rankings.
- Advanced search of influencer database by journalist or publication name, location, beat, role and channel.

### Premium Social Package

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- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.

### 12 Insight reports

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- 12 Insight Reports including any of the following data points as required by customer; Media Exposure, Reach by SimilarWeb, Top Publications, Top Influencers, Automated Sentiment Analysis and Net Tonality Score (NTS)
- Benchmarking and comparative analysis of up to nine (9) competitors.
- The reports in PDF format are delivered monthly for 12 month subscriptions or as per customer request for shorter subscriptions.

### Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Meltwater Regular Americas	Oct 01, 2019	Sep 30, 2020
Broadcast National	Oct 01, 2019	Sep 30, 2020
Influencer Contact Manager	Oct 01, 2019	Sep 30, 2020
Premium Social Package	Oct 01, 2019	Sep 30, 2020
12 Insight reports	Oct 01, 2019	Sep 30, 2020

### Payment Terms:

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed, an invoice for the price below will be generated and due net14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

**Price : 14040.00 USD**

### Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any Meltwater Service is governed by this Order Confirmation and the General Terms and Conditions of Use, located at [www.meltwater.com/terms-of-use/northamerica/](http://www.meltwater.com/terms-of-use/northamerica/). Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force or effect.

### Special Terms:

*Any Special Terms below shall supersede Meltwater's standard Terms of Use.*

- Invoices under this Agreement will be due within 30 days of invoice date.
- Invoices under this Agreement will be issued according to the following schedule: Invoice 1 in the amount of 14040.00 USD due on or before Oct 30, 2019 ;

By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement

**Customer**

**Name and Contact Information:**

City of Doral  
8401 NW 53rd Terrace  
Doral, Florida 33166  
United States  
Contact: Maggie Santos  
P: 305-593-6678

**Meltwater**

**Name and Contact Information:**

Meltwater News US Inc.  
225 Bush St. Suite 1000  
San Francisco, CA 94104  
United States of America  
FTIN number: 20-8289528 (b2b-version)

Date	<u>Sept. 23, 2019</u>	Date	_____
Name	<u>Albert P. Childress</u>	Name	<b>Sarit Dror</b>
Email	<u>albertchildress@gohoo.com</u>		
Title	<u>City Manager</u>		
Signature			

By initialing below I represent that I have read, understand, and agree to the terms and conditions located at [www.meltwater.com/terms-of-use/northamerica/](http://www.meltwater.com/terms-of-use/northamerica/)

Initials 

## Term & Termination

### *Your current subscription...*

Meltwater will provide Services for the term indicated by start & stop dates on the Order Confirmation. If this terminated, your rights of use expire.

### *Next year's subscription...*

To make renewal as easy as possible for our customers, this Agreement includes an automatic renewal. Unless your next term at least 60 days before the end of the term, this **Agreement will automatically renew at the renewal term and price.**

If we don't receive your written cancellation at least 60 days before the end of the term, you agree to the ren

## Product-Specific Terms

Meltwater has a handful of technology partners which improve our products' speed & functionality. If you are the below Services, then these product-specific terms won't apply to you. If you do purchase any of the below agree to the corresponding terms.

**Canadian Premium Content/Postmedia Premium Content/Direct Feed:** The Rights of Use in S2 and S4 of th sets out Customer's use rights and the limited license that the Customer has to use Meltwater's products, inc content of these Meltwater Services. To the maximum extent permitted by law, and without limitation to all remedies available to Meltwater, Customer shall indemnify and hold harmless Meltwater, its subsidiaries, aff successors, assigns, officers, directors, stockholders, employees, and customers, from and against any and damages, claims, demands, fines, causes of action, suits, or proceedings, and expenses connected therewith reasonable attorneys' fees), arising from or related to Customer's breach of the Rights of Use with these Melt This indemnification is unlimited.

**Newsire Services:**You agree to only release newswires, articles or other content that is directly associated w business. You may not send press releases featuring a class action lawsuit, pending litigation, or investment opinion/research. Neither Meltwater nor any third party newswire provider has any obligation to publish your both reserve the right to refuse any news releases and/or other content (graphics, photos, captions, etc.) wh inappropriate or unprofessional for a business news release distribution network

**Critical Mention (Canada only):** Broadcast monitoring services provided by Critical Mention (the "CM Servic ability to search and access broadcast transcripts, and digitized broadcast television clips and radio clips ("C rights to use the CM Services and CM Content is limited to the same rights you have been granted to use the as otherwise agreed between Critical Mention and you, you agree not to copy, edit, display, exhibit, perform, transmit, publicly display, post or otherwise use the CM Content, in whole or in part in any way. You also agre hide, or remove, any marks or notices from the CM Services or the CM Content; nor to alter, copy, reverse eng any derivative works of the software or other code comprising the CM Services. You acknowledge that Critica third party beneficiary of these Terms and has the right to enforce them.

**Global Print Media:** You understand and agree to be bound by [Acquire Media's terms and conditions](#). Acquire express third party beneficiary of these Terms as they relate to the Global Print Services and we hold the ben Terms on trust for Acquire Media.

**Meltwater Engage:** You understand and agree to be bound by the terms and conditions located at <http://engage.meltwater.com/meltwater-terms-of-service>. Sprout Social is an express third party beneficiar as they relate to the Meltwater Engage Services.

## Intellectual Property

We are proud of our software and our Services. We built them ourselves! We are pleased to grant you rights o Services, and those rights are strictly limited to the ones granted here in Agreement. For example, you agree sell, reproduce, duplicate, copy, modify, or otherwise exploit any portion or derivative of the Site or its conter any data mining, robots, or similar data gathering and extraction tools.

All Services and all content on the Site (unless created by you or a third party) including software, code, trad are owned by or licensed to Meltwater, and we reserve all rights not expressly granted in these Terms. You agi Meltwater's name, trademark, logo, or Meltwater generated content without our express written consent.

## Warranty & Liability

Unless due to gross negligence or willful misconduct, **NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT WILL EXCEED THE PRICE OF YOUR CURRENT SUBSCRIPTION.**

Neither Party will be liable for indirect, consequential or exemplary damages arising from or in connection wi Agreement. Consequential damages could include loss of profit, goodwill, data or business reputation. It also cost of replacing our Service with another.

We provide the Site and the Services "as is" without any warranty or condition of any kind.

What you are getting: Meltwater provides a "plug-and-play" tool. A more detailed description of the Services purchasing can be found in your Order Confirmation.

Our Services rely upon your internet connection, hardware, and network connectivity, and we cannot and do uninterrupted, secure or error-free operation of the Site.

Similarly, News Link Search Results are found on the internet; they rely upon the accuracy and timeliness with publishers update their articles. We cannot and do not make any representation or warranty as to the accurc quality, or reliability of any information accessed through the Site, especially suitability for a particular busin

Simply Put: No information obtained from Meltwater or through the Site, whether oral or written, shall creat not expressly stated in this Agreement. However, nothing herein will reduce warranties, rights, or remedies th entitled to by law.

# Housekeeping

**Governing Law:** Meltwater's contracting legal entity, (appears on your Order Confirmation) corresponds to your residence and determines the area of governing law and jurisdiction for a potential dispute:

<b>Meltwater Legal Entity:</b>	<b>Area of Governing Law / Applicable Venue:</b>
Meltwater News US Inc.	California, United States
Meltwater News Canada Inc.	Toronto, Ontario, Canada

If there were ever a dispute under this Agreement, the Parties will attempt to first resolve it amicably and in good faith.

**Waiver/Severability:** Waiving a breach of this Agreement won't waive any other breach; failing to enforce any provision of this Agreement won't waive any other right. Any provision of this Agreement deemed invalid won't affect the entire Agreement. This Agreement shall be construed to give effect to the maximum extent possible to all its provisions and shall be interpreted to give effect to its closest reasonable interpretation.

**Assignment:** Neither party may assign any rights in this Agreement (or the entire Agreement) without the other party's written consent, unless in connection with its own merger or acquisition.

**Entire Agreement:** These Terms along with your Order Confirmation (this Agreement) constitute the entire agreement between the Parties. All other spoken conversations, understandings, or terms and conditions, including Purchase Order terms, terms of service, RFP, or vendor registration terms are null & void and have no force and effect, even if produced subsequently to the Order Confirmation, and even if Meltwater has started to provide Services. This Agreement may be only in written form if signed by an authorized representative of both Parties.

**Survival:** The following provisions shall survive the term of this Agreement: How Your Meltwater License Works, Intellectual Property, Warranty & Liability, Product-Specific Terms, Housekeeping, and any representations or warranties made by either party.

**Privacy:** You agree to Meltwater's privacy policy, available at [www.meltwater.com/privacy](http://www.meltwater.com/privacy).

**Notices:** You agree that notices, including legal notices, may be sent by electronic mail to the email address provided in your Order Confirmation or another address notified by the receiving party.

## Definitions

Throughout these Terms (and the Order Confirmation), the following terms, when capitalised, will have the following meanings:

**Acquire Media:** Acquire Media Ventures Inc., located at 3 Becker Farm Road, Suite 401; Roseland, NJ 07068.

**Agreement:** These Terms in conjunction with your Order Confirmation and any other terms incorporated by reference.

**Authorized Use:** Use of the Services in strict accordance with the terms of this Agreement.

**Authorized User:** Any specific employee or consultant located in the same country as the corresponding Melt defined in the Order Confirmation) that Customer has authorised to use the Services solely on its own behalf "Users."

**IP:** Intellectual property.

**Late Fee:** 2% of the outstanding fees, or the maximum permitted by law.

**Meltwater:** The Meltwater legal entity as specified in your order confirmation. Also defined as 'we', 'us', 'our'

**News Link Search Results:** The search result for a specific news article which contains a hyperlink text to the source where the article is published.

**Order Confirmation:** The statement of work document which defines the Customer, describes Services purch payment terms & signature blocks.

**The Parties:** You and Meltwater, collectively.

**Services:** Those services provided by Meltwater (and third party providers, if any) as described in the Order C

**Site:** Any site which has the domain or is a subdomain of [www.meltwater.com](http://www.meltwater.com).

**Special Terms:** Those terms specified in the 'Special Terms' box on the Order Confirmation. If they conflict wi above, the Special Terms override.

**Terms:** These terms and conditions of use.

**Third Party Content:** Any and all content, advertising, products or other materials belonging to a third party

**Third Party Sites:** Any and all third party websites.

**You/you:** Customer or agent of Customer as specified in the Order Confirmation. Also defined as 'you', 'your' 'Customer'.

## Previous versions:

Below are previous versions of our Terms. They are effective as they correspond to the signature date of yc



[Meltwater Terms of Conditions of Use – North America – v. December 2016 \(December 1, 2016 – May 31,](#)



[Meltwater Terms of Conditions of Use – North America – v. June 2016 \(June 18, 2016 – December 1, 2016](#)



[Meltwater Terms of Conditions of Use – North America – v. April 2015 \(April 2015 – June 18, 2016\).](#)

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