

Order Confirmation

United States of America

Effective Date:

Meltwater Services

☒	Meltwater Buzz Platform \$7,500 / 12 months
- Access by (4) Authorized Users (defined herein) to Meltwater Buzz online service. "Authorized Users" means those specific employees or consultants located in the United States of America that Customer has authorized to use the Meltwater Services solely for the benefit of Customer. (5) Campaigns (defined herein). "Campaign" means a search string comprised of up to 900 keywords or phrases used to search social media sites and yield search results through the Meltwater Platform. - Search results are limited to a total of 10,000 results per any 24-hour period for all campaigns. - Campaign results can be presented to show the current media spread and give the customer a recent snapshot of the sentiment and surrounding interest in their campaign. - Customer can create unlimited graphical illustrations of their current campaign, the customer can compare geographical analysis of their campaign, write demographics and can compare whole campaigns against one another. - Meltwater provides support during office hours of the client's Meltwater representative. - Customer can export data to Microsoft Excel or to PDF format.	

Initial term of this Agreement

- The initial term of the Agreement commences on the Commencement Date and continues for the specific initial term period selected below ("Initial Term"). Upon expiration of the Initial Term (and any Renewal Term as set forth below), and if Customer fails to provide written notice of its intent to not renew the Agreement at least sixty (60) days prior to the expiration of the then-current Term, this Agreement will automatically renew for periods of time equivalent to the Initial Term or the then current Renewal Term at Meltwater's then-current prices and subject to these General Terms and Conditions of Use (each, a "Renewal Term");
- All fees and amounts owed hereunder for the initial Term and any Renewal Term(s) shall be invoiced and paid in advance;
- Discounts and/or special pricing and/or payment terms, if any, as indicated below shall only be applicable to the Initial Term and shall not apply to any Renewal Term, unless otherwise indicated.

Initial Term (12 months)	Start of Term (Commencement date)	End of Term	Total Price in US Dollars (\$)
12 months	December 1, 2012	November 30, 2013	\$7,500
Special Terms for the Initial Term: Contrary to clause 9a of the General Terms and Conditions of Use, the Agreement shall not be subject to auto renewal clauses and shall terminate after the Initial Term, unless extended by mutual agreement between parties. For the avoidance of doubt, clause 9 will otherwise remain fully applicable to the Agreement. Meltwater will honor an amendment to the existing contract allowing for a 2nd year of service for an additional \$7,500			

The company identified in the signature block below ("Customer") hereby agrees that its use of the Meltwater Platform and any add-on functionality (collectively, the "Meltwater Services") is governed by this Order Confirmation and the General Terms and Conditions of Use, available at URL.

Customer may execute this Agreement by: (i) executing and faxing or sending via e-mail in PDF format a duly signed copy of this Order Confirmation to Meltwater or (ii) completing and returning a fully verified Eesign contract. By executing the Agreement in one of the foregoing manners, the individual executing the Agreement represents that he/she has the authority to enter into the Agreement on behalf of Customer and that Customer has read and understands and accepts all of the terms of the Agreement.

Customer

Name and Contact Information:

Northeast Ohio Regional Fusion Center
 1300 Ontario Street, 9th Fl
 Cleveland OH 44113

Bill Schenkelberg, Director
 (216) 623-4630

Signature

Name

Title

Date

Meltwater Affiliate

Name and Contact Information:

Meltwater News US Inc, 50 Fremont Street, Suite 200, San
 Francisco, CA 94105-USA T: 001 415 829 5930, F: 001 415 829
 5936


 Sarah Kim
 Secretary
 12/13/2012

General Terms and Conditions of Use of Meltwater Services

meltwater
group

1. Terms and Conditions

These General Terms and Conditions of Use ("Terms"), together with the Order Confirmation and Special Terms, if any, constitute the entire agreement between Meltwater News US Inc. ("Meltwater") and Customer ("Agreement") and govern Customer's access to and use of the website located at the URL: www.meltwater.com ("Site") and the Meltwater products and services purchased by Customer as listed in the Order Confirmation (collectively, "Meltwater Services"). Capitalized terms not defined herein shall have the meanings assigned to them in this Order Confirmation. To the extent of any inconsistency between these Terms, Special Terms and the Order Confirmation, the Special Terms shall control. Subject to these Terms and then the Order Confirmation, any other terms and conditions, including without limitation, any printed terms and conditions on or attached to any purchase order, are void and shall be of no force and effect. Performance by Meltwater with respect to the Meltwater Services shall not constitute Meltwater's acceptance of any additional or alternative terms and conditions.

2. Prerequisite for Use of Services

Customer is responsible for obtaining and maintaining all computer hardware, software, telecommunications equipment and network infrastructure required to access and use the Site and/or the Meltwater Services, and for paying all third-party fees and access charges accrued while using the Meltwater Services.

3. Password

Customer will receive a password to login to the Site and access the Meltwater Services. Customer is solely responsible for all activities that occur under Customer's account. Customer agrees to notify Meltwater of any unauthorized use of Customer's account.

4. Right of Use

Subject to the terms and conditions of the Agreement, Meltwater grants Customer a non-exclusive and non-transferable right to permit the Authorized Users specified in the Order Confirmation to access and use the Meltwater Services solely for Customer's Internal Use (defined below) ("Access Right"). As used herein, the term "Internal Use" means for ordinary internal business purposes of Customer and does not include provision of services for the benefit of other third parties, even if such third parties are related and/or affiliated entities of Customer. Notwithstanding anything to the contrary in this paragraph, the definition of Internal Use shall not preclude (i) Customer from designating third party consultants who use the Meltwater Services solely for the benefit of Customer as Authorized Users or (ii) Customer's sales and marketing or public relations agencies from utilizing the Meltwater Services on behalf of their clients but only if all of the

following conditions are met: (1) Customer agrees that Meltwater and its licensors and/or providers are not parties to the contractual or other relationship between and among Customer and its client and have no liability or obligations whatsoever in connection with such relationship; (2) Customer's payment obligations pursuant to this Agreement are not dependent upon receiving payment from Customer's clients; (3) Customer must first obtain its client's written consent authorizing Customer to provide client information, including, if needed, confidential or personal information, to Meltwater and its licensors and/or providers in connection with Customer's receipt of the Meltwater Services on behalf of its client; (4) if applicable, Customer must first obtain its client's written consent authorizing Customer to act on the client's behalf, including sending out press releases using the Meltwater Services; and (5) the agreement between Customer and its client is at least as restrictive and protective of Meltwater's and its licensors' and/or its providers' rights as these Terms. Customer shall be solely responsible for and shall comply with all laws, rules, regulations and disclosure in delivering and providing the Customer's agency services, including but not limited to, any laws regarding privacy and the use and disclosure of personal data and any advertising and/or marketing laws.

5. Notice of Customer

Customer is obligated to access and use the Site and the Meltwater Services, and any content accessed by or provided to them, in accordance with all applicable laws, rules and regulations. Meltwater agrees to comply with all applicable laws, rules and regulations.

6. Third Party Sites and Third Party Content

Meltwater may make links to third party web sites ("Third Party Sites"). Customer is responsible for evaluating whether to access or use a Third Party Site and agrees to be bound by any applicable terms from therein. Meltwater does not screen, audit, or endorse any Third Party Sites. Customer agrees to hold Meltwater harmless from and against any and all claims arising out of Customer's use of any Third Party Site and/or use of any content owned or provided by third parties ("Third Party Content"). Customer agrees it will not copy, reproduce, distribute, transmit, broadcast, modify, display, sell, license or otherwise exploit Third Party Content except in strict compliance with the rights, if any, granted to Customer by any third party. Customer certifies the veracity of all content uploaded and distributed via the Meltwater Services and warrants that all content shall comply with all applicable laws. Customer acknowledges that Meltwater has no obligation to publish Customer's content onto any third party news wire. Meltwater will terminate (for account of any Customer) and block access of any user, who violates any Meltwater or third party intellectual property rights.

7. Pricing and Invoicing

Fees are provided in all cases prior to the commencement of the applicable term. Customer agrees to pay all invoices within fifteen (15) days after date of invoice. All fees paid by Customer are non-refundable.

8. Late Payment Charges/Suspension of Service

Meltwater may assess late payment charges per month of the term of 1.0% per month on the remaining amount due by the due date for payment not received within fourteen (14) days of the date of the invoice. Without limiting Meltwater's rights under the Agreement, if late Meltwater may suspend or terminate access to its Meltwater Services at its sole option, with or without notice to Customer if Customer breaches any provision of this Agreement.

9. Term and Termination

a. Term. The Agreement shall commence on the Commencement Date and shall continue for the initial term as stated in the Order Confirmation, unless earlier terminated in accordance with these Terms. Thereafter, the Agreement will automatically renew for successive renewal terms that are the same length as the initial term, unless either party gives the other party written notice of its intent not to renew at least sixty (60) days prior to the expiration of the initial term or then-stated renewal term. Customer must give notice of intent not to renew via business@meltwater.com. Any time pricing and/or payment is the shall only be applicable to the initial term. Meltwater reserves the right to increase the fees prior to the commencement of any renewal term and will inform Customer of any price increases.

b. Effects of Termination. Upon expiration or termination of the Agreement, Customer's Access Rights and any other rights granted to Customer hereunder shall immediately cease. 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. Neither party shall be liable to the other party for damages of any kind solely as a result of terminating the Agreement as provided for herein.

c. Survival. The following services shall survive the expiration or termination of the Agreement in full force and effect: Right of Use, Effects of Termination, Survival, Intellectual Property, Third Party Sites and Third Party Content, Indemnification, Warranty Disclaimer, Waiver of Damages, Limitation of Liability, Arbitration, Choice of Law, General Provisions.

10. Privacy Policy

Customer's use of the Site and the Meltwater Services is

Meltwater News US Inc., 10 Fremont Street, Suite 205 San Francisco, CA 94105, USA T: 811 415 426 3969 F: 011 8445 825 3636

www.meltwater.com FTM Number: 10-0230425

governed by Mailster's then current Privacy Policy. Posted at www.mailster.com/privacy, and such policy is expressly incorporated by reference herein.

11. Intellectual Property

The content on the Site, except for content created by users and third parties (if any) including without limitation, software, code, fonts, text and other materials, trademarks, service marks or logos contained therein ("Materials"), are owned by or licensed to Mailster, subject to copyright and other intellectual property rights under United States, foreign laws and international conventions. Materials on the Site may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under the Agreement without prior written consent from Mailster. Mailster reserves all rights not expressly granted in and to the Site and its content.

12. Indemnification

Customer agrees to defend, indemnify and hold harmless Mailster and its directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, licensors, suppliers, service providers and other contributors ("Mailster Indemnified Parties") from and against all claims, actions, demands, damages, losses, liabilities, costs, expenses (including attorneys' fees), losses of action and other proceedings arising out of or relating to: (a) Customer's breach of these Terms; (b) Customer's misuse of the Site and/or Mailster Services; (c) Customer's misuse of Customer's account and/or password; (d) Customer's violation of its privacy policies and terms and conditions governing Third Party Content and Third Party Sites or (e) Customer content distributed through the Site and/or Mailster Services.

13. Warranty Disclaimer

Mailster provides the Site "as is" without any warranty or condition of any kind, express or implied, including, but not limited to the implied warranties of merchantability or fitness for a particular purpose. Mailster does not guarantee uninterrupted, secure or error-free operation of the Site. Mailster makes no representation or warranty as to the accuracy, timeliness, quality, completeness, reliability or validity of any information or data accessed on or through the Site. Use of the Site is at customer's sole risk. No information obtained from Mailster or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement. Customer understands that relying on these Terms releases Mailster from obligation to or right on behalf of a third party, and Customer shall be solely responsible for any third party claims arising from Customer's unlawful use of the Site or the Mailster Services.

14. Waiver of Damages

In no event shall Mailster be liable for any, indirect,

incidental, special, consequential or exemplary damages (including but not limited to damages for breach of contract or tortious or for negligence or strict liability) which may be incurred by Customer, however caused and under any theory of liability arising out of or in connection with this Agreement or use of the Site. This shall include, but not be limited to, any loss of profit, goodwill or business reputation, and loss of data, software, cost of procurement of substitute goods or services, or other intangible loss.

15. Limitation of Liability

To the maximum extent permitted by applicable law, Mailster's total aggregate liability arising out of or in connection with this Agreement shall in no event exceed the total amount of payments made by Customer to Mailster during the initial term of the then applicable renewal term of the Agreement.

16. System Maintenance

a) During the term of this Agreement and subject to Customer's use in compliance with these Terms, Mailster will use commercially reasonable efforts to make available the Mailster Services to Customer except during any Excluded Events. "Excluded Events" means, collectively, (i) any system maintenance, (ii) any urgent maintenance and (iii) any reasons not reasonably within Mailster's control, including, without limitation, voluntary down periods initiated by Customer; down periods due to force majeure events; down periods due to a party's telecommunications or internet service providers; a failure in Customer's hardware, software or network connection; down periods resulting from misuse by Authorized Users under Account Party activity. In the event Mailster fails to use commercially reasonable efforts and the Mailster Services are unavailable to Customer for reasons other than Excluded Events ("Outage") and Mailster is unable to reach the Mailster Services within three (3) business days of Customer's notifying Mailster in writing of the Outage, Mailster will issue to Customer a credit or refund in an amount equal to the pre-paid charges of one day's usage fees for every day that the Mailster Services are unavailable for the Customer. b) Mailster will need to perform routine maintenance of the Site and the Mailster Services that will or is likely to result in downtime, during which all or certain functions of the Site or the Mailster Services will not be available. Mailster will use commercially reasonable efforts to provide advance notice of any routine maintenance. Notwithstanding the foregoing, if Mailster determines that urgent maintenance on the Site under the Mailster Services is required, Mailster may perform such maintenance at any time and for any period of time. Mailster will use commercially reasonable efforts to provide Customer with notice of maintenance as soon as reasonably practicable under the circumstances.

17. Arbitration/Choice of Law

The Agreement will be governed by and interpreted in accordance with the laws of the State of California.

United States of America, and the Customer irrevocably agrees all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be the State of California, United States of America. The language of the arbitral proceedings shall be English (or as determined between the parties). Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorized to include in the award its allocation to any party of such costs and expenses, including reasonable attorneys' fees, as the arbitrator shall deem responsible.

18. Data Use and Restrictions

This Agreement does not include any transfer of any portion of the Site or its contents; any collection and use of any sensitive or the Site or its contents; any downloading or copying of content 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, repack, stored, or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under this Agreement. Customer may not frame or clone framing techniques to obscure any trademark, logo, or other Mailster generated content (including but not limited to images and page layout, or frame cloning) of the Site without express written consent by Mailster. Use of meta tags or any other "hidden text" or code elements affecting Mailster's name or trademarks without the express written consent of Mailster is prohibited. Unauthorized use is grounds for terminating the rights granted by Mailster under this Agreement. Mailster is not responsible or liable in any way for the transmission and/or disclosure by Customer of personal information.

19. Digital Millennium Copyright Act

Mailster maintains a Digital Millennium Copyright Act ("DMCA") policy that is set forth at www.mailster.com/dmca and such policy is expressly incorporated by reference herein. Mailster will terminate access to the Site and the Mailster Services to Customer and Authorized Users who repeatedly use the Mailster Services to infringe third parties' copyrights.

20. General Provisions

Either party shall be liable for any delay or failure in performance due to causes beyond its reasonable control. A party's failure to a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any subsequent 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. Mailster reserves the right to make changes to its policies and the Site at any time. Each party

acknowledges that it is not entering into the Agreement on the basis of any representations not expressly contained in the Agreement. Mettler may freely assign the Agreement and the rights and obligations hereunder to any other party. Neither the Agreement nor any obligation or right hereunder may be assigned or transferred by Customer without Mettler's prior written consent, which consent will not be unreasonably withheld; provided, however, Customer may assign this Agreement in whole without Mettler's prior written 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. Customer and Mettler 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

electronic communication required by applicable laws to be in writing.

21. Mettler's Address
Mettler News US Inc.
50 Fremont Street
Suite 200
San Francisco, CA 94105, USA
T: 001 415 828 6800
F: 001 5416 828 6335
<http://www.mettler.com>
FTN Number 20-928524

SCOPE OF SERVICE

Meltwater News U.S. Inc., will provide social media contractor services during the period December 1, 2012 through and including November 30, 2013 or as adjusted by approved formal request for a grant period change, program modification or grant extension. Any changes or deviations must be set forth in writing and approved by the COUNTY prior to implementation.

ENTIRE CONTRACT

This Contract constitutes the full and complete understanding between the parties concerning the Meltwater News U.S. Inc., Contract. This Contract shall not be amended except by written instrument signed by both parties in accordance with the law.

The parties further agree to include the following language in all agreements, contracts, amendments to agreements and contracts, requests for proposals, requests for qualifications, notices and instructions to bidders and all applicable procurement documents:

By entering into this Contract, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents that require COUNTY signatures may be executed by electronic means, and the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to the paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

INDEMNIFICATION AND LIABILITY

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each Party further agrees to defend itself and themselves pay any judgments and costs arising out of such acts of negligent omissions, and nothing in the Contract shall impute or transfer any such responsibility from one to another.

IN WITNESS WHEREOF, the COUNTY and the PROVIDER have
executed and delivered this Contract as of the date first written above.

Edward FitzGerald, County Executive
COUNTY OF CUYAHOGA, OHIO

BY: 2013-01-25 17:58:35

Edward FitzGerald, County Executive

Meltwater News U.S., Inc.

BY: [Signature]