Order Confirmation



Meltwater Services

Media Intelligence Essentials L1

- Users: Access by up to 3 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: The ability to save 5 Searches. A "Search" is a string of keywords used to find matching results from online news or social media sources in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Sources: Global online news monitoring, and social media content from Facebook, YouTube, Twitter and Blogs.
- Dashboards: Create and save unlimited dashboards on the Meltwater platform. Dashboards are customizable and display analytics and results from saved Searches. Each Dashboard can be configured and customized using pre-populated templates or widgets from the widget library. Dashboards can be shared via email or password-protected link.
- Alerts: Create and save custom alerts that can be accessed via email, the Meltwater mobile app, or collaboration tools such as Slack and Microsoft Teams. Alerts types include (but are not limited to) Daily Digests, Every Mention, Sentiment Shift, Spike Detection and Twitter Influencers.
- Distribution: Links to Search results can be shared via email, or collaboration tools such as Slack and Microsoft Teams. Customer can also share links to social media channels. Customer also receives 1 HTML newsfeed for use on Customer's website or intranet or extranet site containing links to selected news articles or social media posts (a XML and RSS feed is provided without any additional layout or design).
- Mobile: Access to Meltwater app (available in iOS and Android) to view results from saved Searches, conduct ad hoc Searches and set up customized notifications.
- Extras: Natural Language Processing (NLP) sentiment analysis of article sentiment in selected languages, tagging and translation of Search results.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Dow Jones Bundle

- Full-text, licensed content from over 5,000 sources globally, powered by Dow Jones Factiva.
- API integration of Factiva content into client's Meltwater Media Intelligence platform.
- Dow Jones content is available for 30 days from the date of publishing.

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
Media Intelligence Essentials L1	Jan 01, 2023	Dec 31, 2023
Dow Jones Bundle	Jan 01, 2023	Dec 31, 2023

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: 5400.00 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 the terms set out in this Order Confirmation and the terms and conditions of use, located at https://www.meltwater.com/terms-of-use/northamerica/ ("Terms") (together the "Agreement"). 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 and effect.

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:

State Board of Administration of Florida 1801 Hermitage Blvd. Suite 100 Tallahassee, Florida 32308 Meltwater

Name and Contact Information:

Meltwater News US Inc. Suite 165, 555 Twin Dolphin Drive, Redwood City, CA, 94065



ACKNOWLEDGEMENT

by Meltwater News US Inc. (Meltwater) of Laws and Regulations which the State Board of Administration of Florida must follow

Notwithstanding any statements to the contrary in the <u>Terms of Use – United States & Canada</u> the following provisions apply to the Sate Board of Administration of Florida as an entity of the State of Florida and are agreed to by both parties.

- 1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration including that detailed in section 18. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The SBA agrees to the sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.
- 2. Notwithstanding any provision in any agreement between the parties, **Meltwater** acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.
- 3. IF MELTWATER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA POST OFFICE BOX 13300 TALLAHASSEE, FLORIDA 32317-3300 (850) 488-4406 SBAContracts DL@sbafla.com

- 4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Meltwater** hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website. At the time of execution Meltwater may submit a redacted version of the agreement for these purposes.
- 5. The SBA requires its vendors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. **Meltwater** acknowledges that the SBA is subject to and **Meltwater** agrees to comply with Section 448.095, Florida Statutes, as amended

from time to time, to the extent applicable.

6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

