

AGREEMENT NO. _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
CISION US INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and CISION US INC., a Delaware corporation, 130 E. Randolph St., Suite 700, Chicago, IL 60601 ("Consultant").

WHEREAS, City requires the ability to target and distribute news releases and the tools to track, collect and evaluate news stories from both traditional media and new media outlets; and

WHEREAS, utilizing current news media distribution and tracking tools enables more effective utilization of existing and developing media outlets; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in news media tracking, collection and distribution services; and

WHEREAS, Consultant possesses extensive experience in dealing with the provision of media tracking and distribution services using cutting edge internet technology; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work") and in accordance with Exhibit H.

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. As further detailed in Section X, The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. COMPENSATION AND PAYMENT

A. As compensation for the provision of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit A.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit A), shall be One Hundred Six Thousand Five Hundred Dollars (\$106,500).

C. Consultant shall submit invoices in quadruplicate to City quarterly in advance upon the effective date of this Agreement for services to be provided during the following quarter. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice (See Exhibit G). Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit B) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less. For purposes of clarity, as to this Agreement a Subconsultant shall not include third party vendors that Consultant uses to provide the services.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

VI. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

VII. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit C.

IX. INDEMNIFICATION AND INSURANCE

A. Indemnification

Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever for third party claims alleging that the Consultant's software technology, or any reports generated therefrom, infringes or misappropriates such third party's intellectual property rights. Consultant's indemnification obligation does not cover third party claims arising from: (1) modifications to the Consultant software or the Service by anyone other than Consultant or its authorized agents and contractors; (2) use of the Consultant software by the City in combination with other software or equipment not provided by Consultant where the Consultant software, but for such combination, would not be infringing; or (3) the City's failure to use the Consultant software or the Service in accordance with the terms and conditions in this Agreement. If a claim regarding the Consultant software and alleging infringement is brought or is likely, in Consultant's sole opinion, to be brought, Consultant may, at its option and expense (A) obtain the right for the City to continue using the Consultant software and Service; (B) replace or modify the Consultant software so that it becomes non-infringing; or (C) upon notice to the City, terminate this Agreement or the City's use of the Consultant software and Service or any portion thereof, provided that Consultant promptly refunds to the City a prorated portion of any pre-paid annual subscription fees paid hereunder for the Service or any portion of the Service. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

C. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

D. Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

E. Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

F. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

G. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

H. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

I. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

J. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement. Termination and cancellation under this provision shall not result in a refund of any monies already paid for the provision of services under this agreement and the full annual fee shall be payable for the year in which the Agreement is terminated and canceled.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit D.

XIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit E.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XIV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVI. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has

the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

C. Notwithstanding the sections above, the parties agree that the City shall make no claim of ownership to the Services, software, or code, developed before this Agreement or thereafter. Furthermore, the City shall make no claim of ownership to the Consultant's proprietary database or third party news content. Subject to the terms of this Agreement, analytic reports delivered to the City in connection with the Services or available to the City within the Services shall be deemed "Property" (as defined above), as well as all data contained in such Property, other than any third-party news content, may be used, copied, and disseminated by the City.

XIX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent

necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

XX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Media Relations, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XXI. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

XXII. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXIII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will

fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXIV. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit F.

XXV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

XXVI. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXVII. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XXVIII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XXIX. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

XXX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XXXI. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXXII. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXXIII. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, 2016

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

CISION US INC.

Dated: April, 26, _____, 2016

By: _____
Food Graham, Director, Acct Sales
(Print Name and Title)

Attest: _____
Michelle Dangel
(Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

4.28 _____, 2016

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
JOHN T. DRISCOLL, Deputy

JTD:jpr
04/20/2016
Attachments

Account #	54290	W.O. #	_____
Ctr/Div #	250	Job Fac. #	_____
Proj/Prog #	000		
Budget FY:		Amount:	
2015/16	\$	8,875	
2016/17	\$	35,500	
2017/18	\$	35,500	
2018/19	\$	26,625	
TOTAL:	\$	106,500	

For Acct/Budget Div. Use Only

Verified by: _____
Verified Funds Available: _____
Date Approved: 4/28/16

Exhibit A

SCOPE OF WORK AND COMPENSATION

CISION PRODUCTS TO BE PROVIDED

RESEARCH/ DISTRIBUTION SERVICES and MONITORING / EVALUATION SERVICES	
Cision PR Edition w/ 1 Concurrent User Includes: <ul style="list-style-type: none">- Advanced Media Database - North America (up to 70,000 emails) Includes influencer data- News OnDemand: Online & LexisNexis Print Monitoring North America includes Ad Values and Standard Analytics- News OnDemand Royalty Fee- Social Media Monitoring: Up to 120,000 results per year- International Media Data- Broadcast Monitoring: US (TV and Radio)- 100 Self Service Broadcast clips-	1 Year
Annual Fee Billed Quarterly	\$35,500

For any additional services not listed above, Consultant shall confer with the Senior Director of Communications, or his/her designee, to establish the total reimbursable fee for such additional services. The scope of additional services and total reimbursable fee shall be agreed upon, in writing, prior to Consultant providing such services.

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	PROPOSED					ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

EXHIBIT C

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (213) 473-5901

EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT E

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **561990**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$11 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Consultant Description Form is true and correct and include all material information necessary to identify and explain the operations of

Cision US, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: *N. G. Lisle*
Printed Name: WATASHA G. LISLE

Title: RFP COORDINATOR
Date Signed: 10/26/2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Illinois
County of Cook

On 10/26/15 before me, Scott R. Jacobson, notary
(insert name and title of the officer)

personally appeared Natasha G. Lisle
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Scott R. Jacobson* (Seal)

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____
Business Name: Cision US, INC Award Total: \$ \$29,970
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE ~~X~~OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO X (Check only one)
Primary NAICS Code: 561990 Average Three Year Gross Revenue: \$ _____
Address: 130 E Randolph St. 7th Floor
City/State/Zip: Chicago, IL 60601
County: USA
Telephone: (866) 639-5087 FAX: (312) 922-3126
Contact Person/Title: Kristie Scott
Email Address: Kristie.Scott@Cision.com

> I certify that I have utilized the LABAVN to outreach to SBE/VSBE/MBE/WBE/DVBEs of potential subcontracting opportunities associated with this RFP. X Yes (Please check)

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

EXHIBIT F

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

cision

Invoice

Date:		Due:		Cust#:	
-------	--	------	--	--------	--

Bill To:	Ship To:
----------	----------

No	SKU	Description/Comments	Units		Extended
		<p>I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.</p> <p>_____ (Consultant's Signature)</p> <p>BTRC# _____</p>			

REMIT TO INSTRUCTIONS			Sub Total	\$	-
By Check:	By ACH:	By Wire:			
CREDIT CARD PAYMENTS ACCEPTED			Total	\$	-



EXHIBIT H
MASTER SUBSCRIPTION AGREEMENT

Customer Name:	
Customer Address:	

This Master Subscription Agreement (“**MSA**”) is between Cision US Inc., a Delaware corporation with its principal place of business at 130 E. Randolph Street, 7th Floor, Chicago, IL 60601 (“**Company**”) and the customer named above (each a “**Party**” and collectively referred to as the “**Parties**”). This MSA governs the use of certain services provided by Company to Customer as detailed in any Order Form or Statement of Work (“**SOW**”) referencing this MSA. This MSA, any appendices, and any applicable Order Forms or SOWs are collectively referred to as the “**Agreement**.” This MSA is effective upon the date of Customer’s signature indicated below (“**MSA Effective Date**”).

The Parties agree as follows:

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Master Subscription Agreement and any exhibits, schedules and addenda hereto.

“**Company Covered Parties**” means Company and its directors, agents, officers; employees, representatives, successors, assigns or Affiliates.

“**Company Data**” means proprietary information gathered or created by Company and provided to Customer as part of the Services, excluding Third-Party Content.

“**Company Technology**” means the tools, databases, APIs, and software that make up Company’s on-demand relationship management platform, including any software or technology created by Company’s Affiliates.

“**Content**” means Company Data and Third-Party Content.

“**Customer**” means the customer named above.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer using the Services, excluding Content.

“**Documentation**” means Company’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Exhibit**” or “**Order Form**” means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Company or any of its Affiliates (by entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto), including any addenda and supplements thereto. “**Order Forms**” shall include SOWs.

“**Service(s)**” means the on-demand relationship management software (including the Company Technology) and services that are subscribed to by Customer under an Order Form and or SOW and made available online by Company or any of its Affiliates. “**Services**” exclude Content.

“**Third-Party Content**” means information obtained by Company from its content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.

“**User**” means an individual who is authorized by Customer to use Services, for whom Customer has subscribed to the Services, and to whom Customer or Company has supplied a user identification and password. Users may include, for example, Customer’s employees, consultants, contractors and agents.

2. SERVICES, SOFTWARE AND CONTENT

2.1 Subscription.



- (A) Subject to the terms and conditions of the Agreement, Customer hereby subscribes to the Services made available by Company and/or its Affiliates. Company grants Customer a non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to allow Users to access and use the Services and Content for Customer's own internal business purposes in accordance with the terms and conditions in this Agreement. Customer is not authorized to access or use any Services, other than as expressly set forth in writing under this Agreement. Customer is prohibited from allowing any person other than a User ("Non-Authorized User") to access and use the Services in whole or in part unless Customer has been granted the ability to provide unauthenticated, linked access to the Content to an individual ("Linking User"). Customer is responsible for all Users, Non-Authorized Users, and Linking Users (collectively referred to herein as "Users") who access and use the Services and Company Technology.
- (B) Customer shall not (1) license, sublicense, sell, resell, rent, transfer, assign, or otherwise commercially exploit or make the Services or any Content available to, or use the Services or any Content for the benefit of, any third party (including in a service bureau or outsourcing offering); or (2) access the Services or Content in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. Company reserves the right to alter, delete, or replace Content or alter the functionality of Software. If Customer is an advertising or public relations agency, Customer may use the Services on behalf of a client, only in accordance with this Agreement.
- (C) Customer is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Services.

2.2 Use of Services and Content

- (A) Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (1) a user quantity in an Order Form refers to Users, and the Services or Content may not be accessed by more than that number of Users concurrently; (2) a User's password may not be shared with any other individual; and (3) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services or Content.
- (B) Customer will (1) be responsible for Users' compliance with this Agreement; (2) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data; (3) use commercially reasonable efforts to prevent unauthorized access to Company Technology or use of Services and Content, and notify Company promptly of any unauthorized access or use; and (4) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.
- (C) Customer is responsible for all actions taken via Customer's account, including protecting the confidentiality of Customer's passwords and user IDs, and maintaining timely contact information for such account.
- (D) Subject to the terms of this Agreement, analytic reports delivered to Customer in connection with the Services or available to Customer within the Services (collectively "**Reports**"), as well as all data contained in such Reports, other than any Third-Party Content, may be used, copied, and disseminated by Customer.

- 2.3 Restrictions.** Customer shall not: (1) use the Services to upload, store or transmit infringing, libelous, abusive, inflammatory, fraudulent, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, or otherwise unlawful or tortious material, or to upload, store or transmit material in violation of third-party privacy or publicity rights; (2) use the Services to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of any Company Technology or Content contained therein; (4) attempt to gain unauthorized access to any Company Technology, Services or Content or its related systems or networks; (5) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (6) copy Content except as permitted herein or in an Order Form or the Documentation; (7) frame or mirror any part of any Services or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (8) use commenting or messaging functionality, functionality that allows posting or transmitting content to outward facing, social or public platforms available via the Services to post content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or (9) use the Services to transmit bulk unsolicited commercial communications.

- 2.4 Removal of Content.** If Company is required by a third party to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Company may notify Customer and in such event Customer will promptly remove such Content from its systems. If Customer does not take required action in accordance with the above, Company may remove the applicable Content.

- 2.5 Additional Terms.** Additional terms applicable to specific Services are set forth in Services Appendix.

3. RIGHTS AND LICENSES

- 3.1 Reservation of Rights.** No license or other rights in the Company Technology or any Content, exclusive of Customer Data, are granted to Customer hereunder, and all rights not expressly granted to Customer herein are expressly reserved to Company or its



licensors, as applicable. Customer agrees not to modify, create derivative works of, translate, reverse engineer decompile, disassemble the Company Technology or the Services or otherwise recreate or gain access to the source code.

- 3.2 Customer Data.** Customer represents that it has valid title or license to all Customer Data, and it has all rights necessary to grant Company the rights set forth in this Agreement. Customer hereby represents and warrants that Customer Data will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Customer grants Company and its Affiliates a worldwide, non-exclusive, royalty-free license to use, host, copy, distribute, perform, transmit, display and prepare derivative works of the Customer Data solely for the purpose of providing the Services. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Company reserves the right to remove Customer Data containing any information that Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement.
- 3.3 Company Affiliates and Third Parties.** Company may share Customer Data with its Affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Services to Customer, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Services. Customer hereby consents to such use of Customer Data by Affiliates and third parties. Customer acknowledges and agrees that Customer Data may be transferred to, stored in, or accessed from outside the United States solely in order to provide the Services or for Company to fulfill its obligations under this Agreement. Company shall, in providing the Services, comply with its privacy policy available at www.cision.com, or such other Web site address made publically available.
- 3.4 Customer Feedback.** Customer grants to Company and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the Services.
- 3.5 Third Party Products and Services.** From time to time, certain third parties may offer products and services related to the Services. Any subsequent business relationship, exchange of data or other interaction between Customer and such third party, and/or any purchase, download or use by Customer of any product or service offered by such third party, is solely between Customer and such third party, and may require Customer to agree to a third party's terms and conditions. Regardless of any recommendation by Company or use of such third party products or services, Company does not make any representations, warranties or guarantees with respect to any such third parties or any of their products or services. Further, Company cannot guarantee that use of such third party products or services will always be provided during the Term. While Company may rely on data or information provided or generated by such third party products and services in the course of providing the Services, Customer hereby acknowledges that Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agrees that Company shall not be liable for any acts or omissions based on its reliance thereon. Accordingly, Customer hereby releases and holds harmless Company from and against any and all claims, losses, liability, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising therefrom.

4. HOSTING/AVAILABILITY, STORAGE AND SUPPORT

- 4.1 Hosting/Availability.** Company shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, as measured on a monthly basis, excluding downtime caused by (1) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time; (2) emergency maintenance; and (3) *Force Majeure* (as defined herein). Access to the Services may be available during scheduled maintenance periods, but performance may be slower than normal.
- 4.2 Storage.** Company shall provide hosted data storage capacity to Customer dependent upon the Services. Customer may purchase additional storage space at any time at Company's then-current price. Company shall keep offsite back-ups of Customer's data. Restoration of Customer's data due to the fault of Customer will be at Customer's expense and if due to the fault of Company, at Company's expense.
- 4.3 Customer Data Deletion.** During the Term, Customer may export or download Customer Data as provided in the Documentation. After termination or expiration of this Agreement, Company will have no obligation to maintain or provide any Customer Data or other Content to Customer, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation or as Company routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so.
- 4.4 Support.** During the term of this Agreement, Company shall provide technical support to Users to assist Customer with troubleshooting, error correction and use of the Service via a telephone help line or email during the hours of 8:00 AM through 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on an Order Form) except for Company's regular business holidays. Customer will have unlimited access to Company's online product support center.

5. FEES AND PAYMENT



- 5.1 Fees.** Customer will pay all fees set forth in an Order Form or as set forth in this Agreement. Except as otherwise specified in this Agreement or in an Order Form (1) fees are based on Services and Content subscribed to and not actual usage; and (2) except as set forth in Section 10.6, payment obligations are non-cancelable and fees paid are non-refundable. All payments will be made in U.S. dollars unless otherwise agreed to by the Parties. Customer shall pay the fees set forth on an Order Form in accordance with the payment terms set forth on an Order Form or upon signing of the Order Form if no such terms are contained on an Order Form.
- 5.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.
- 5.3 Credit Card Payments.** Intentionally Omitted.
- 5.4 Late Charges.** Intentionally Omitted.
- 5.5 Payment Disputes.** If Customer, in good faith, reasonably disputes any invoiced amounts, it may withhold such disputed amounts, provided that Customer (1) timely pays the undisputed portion of the invoice; and (2) provides Company with prompt written notice of the dispute and commences discussion with Company to promptly resolve the dispute. Company will not exercise its rights under Section 10.5 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6 Taxes and Travel Expenses.** Prices set forth on the Order Form do not include taxes or travel expenses. Unless collected and remitted by Company (as indicated on the invoice presented to Customer by Company), Customer is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Company's net income. Customer shall provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability. Invoices will reflect any travel expense amounts charged to Customer.
- 5.7 Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality, or dependent on any oral or written public comments made by Company regarding future functionality.

6. CONFIDENTIALITY AND SECURITY

6.1 Confidential Information.

- (A) "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosures, including but not limited to business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information of Customer includes Customer Data. Confidential Information of Company includes the Company Data, Company Technology, Documentation and the terms and conditions of this Agreement (including pricing).
- (B) Confidential Information will remain the property of the Disclosing Party. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party agrees: (1) to hold the Confidential Information in strict confidence; (2) to limit disclosure of the Confidential Information to the Receiving Party's own employees, agents affiliates, or authorized consultants or vendors who have a need to know the Confidential Information for the purposes of this Agreement; (3) not to disclose any Confidential Information to any third party; (4) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (5) to notify the Disclosing Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the Disclosing Party in every reasonable way to cease such unauthorized use or disclosure.
- (C) The obligations in Section 6.1(b) will not apply to information that the Receiving Party can demonstrate: (1) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; and (2) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party.
- (D) The Parties agree that any breach of this Section 6.1 may cause the Disclosing Party substantial and irreparable damages; therefore, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6.1, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

- 6.2 Security.** Access to the Service is password-controlled. Customer is responsible for maintaining the security of user passwords and will instruct its Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that the security of its systems may be compromised if Users do not follow applicable security policies



and procedures and take other appropriate steps to maintain the security of the Service, including, without limitation, maintaining the confidentiality of user identifications and passwords, frequent changing of passwords and maintaining appropriate internal controls to monitor access to and use of the Service. If Customer becomes aware of the unauthorized use of a password or other security breach, Customer will promptly notify Company in writing.

6.3 Compliance with Law/Order. Company reserves the right to use or disclose information, including Customer Data or Customer's Confidential Information if required by law or if Company reasonably believes that use or disclosure is necessary to protect Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

7. REPRESENTATIONS AND WARRANTIES

7.1 Authorization. Each Party represents and warrants that the undersigned individual has full authority to (1) execute this Agreement on behalf of his/her respective Party; and (2) bind his/her respective Party to this Agreement.

7.2 Warranties. Company warrants that the Service will: (1) perform substantially in accordance with the applicable Documentation; and (2) be available to Customer in accordance with the service level standards set forth in Section 4.1.

7.3 Customer's Systems. Customer is solely responsible for its own computer networks, systems, hardware, and software, including the storage, security, and preservation of its own data. Storage and use of any downloaded Content is solely at Customer's own risk.

7.4 Disclaimers.

(A) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE SOFTWARE OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.

(B) COMPANY DOES NOT MAINTAIN OR CONTROL THIRD-PARTY CONTENT OR THE CONTENT OF OTHER WEBSITES THAT MAY BE MADE AVAILABLE AS PART OF THE SERVICE AND IS NOT RESPONSIBLE FOR THE AVAILABILITY, COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NON-INFRINGEMENT OF SUCH CONTENT. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT COMPANY AND/OR THIRD-PARTY SOURCES MAY CHOOSE AT ANY TIME TO PROHIBIT THEIR CONTENT FROM BEING ACCESSED UNDER THIS AGREEMENT.

8. INDEMNIFICATION

8.1 Indemnification by Company. Intentionally Omitted.

8.2 Indemnification by Customer. Intentionally Omitted.

8.3 Indemnification Requirements. Indemnification by a Party is conditioned upon the following: (1) the indemnitee promptly notifying the other Party of any claim; (2) the indemnitor having sole control of the defense and all related settlement negotiations; and (3) the indemnitee cooperating, at the indemnitor's expense, in the defense and furnishing the indemnitor with all related evidence in its control.

8.4 Exclusive Remedy. This Section 8 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this section.

9. LIMITATION OF LIABILITY

9.1 Responsibility for Results. Customer acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the usefulness, completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Customer's exclusive remedy and Company's sole obligation shall be to correct or modify the Service at no additional charge to Customer.

9.2 Links to Third Party Sites. The Service may contain hyperlinks to Web sites controlled by parties other than Company. Company is not responsible for and does not endorse or accept any responsibility for the content or use of such Web sites.

9.3 Limitation of Liability. Except for a material breach of the confidentiality provisions set forth in Section 6 or claims related to personal injury or property damage caused solely by Company's gross negligence or willful misconduct, Company's entire liability and Customer's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence



claims) shall be limited to Customer's actual, awarded direct damages, not to exceed the amounts actually paid by Customer under this Agreement during the twelve (12) months immediately preceding the month in which the cause of action arose.

9.4 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY, COMPANY'S THIRD-PARTY CONTENT SUPPLIERS, OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 8); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of MSA. The term of this MSA commences on the MSA Effective Date and continues until the expiration or termination of all Service Terms ("Term"). Except as expressly set forth in this Agreement, this Agreement may not be terminated prior to the end of the Term.

10.2 Term of Subscriptions. A "Service Term" is defined as the period of time for each Service provided to Customer under this Agreement. Service Terms will be set forth in each applicable Order Form. Any professional services or custom services purchased by Customer shall be used by Customer within the longest Service Term of any service listed on the Order Form, or if no other service is listed on the Order Form, then within Customer's then-current Service Term.

10.3 Auto-Renewal. Intentionally Omitted.

10.4 Termination for Breach. If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement, then that Party may provide written notice to the breaching Party describing the alleged failure in reasonable detail. If a breach has occurred and if the breaching Party does not cure or begin to cure the material failure within thirty (30) days after receiving such written notice, then the non-breaching Party may terminate this Agreement immediately by written notice to the breaching Party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating Party. Notwithstanding the foregoing, Company may terminate this Agreement immediately if Customer or any Users breach Section 1.1(b), Section 2.2, or Section 6 of this Agreement.

10.5 Suspension of Service by Company. In addition to those conditions, rights, and remedies set forth in this Agreement, Company may suspend access to the Services under any Order Form if, in Company's reasonable determination: (1) Customer fails to pay an undisputed invoice within ten (10) days after Company gives Customer notice of such failure; (2) Customer's use of the Service or Content violates applicable local, state, federal, or foreign laws or regulations; (3) Customer fails to use the Service in accordance with this Agreement; (4) Customer's use of the Service results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (5) there are repeated complaints of Customer posting or uploading material that infringes or is alleged to violate the intellectual property rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Customer to help Customer resolve the issue causing the suspension.

10.6 Refund or Payment on Termination. If this Agreement is terminated by Customer in accordance with Section 10.4 above, Company will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 10.4 above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees due or payable to Company for the period prior to the effective date of termination.

10.7 Effect of Termination. Upon any expiration or termination of this Agreement: (1) Customer's right to use the Services shall cease, and Company shall have no further obligation to make the Services available to Customer; (2) except as otherwise expressly stated herein, all rights, licenses and/or access granted to Customer under this Agreement will immediately cease; and (3) Customer shall return, delete or destroy any Content and shall certify in writing to Company that it has done so.

11. GOVERNING LAW AND DISPUTES

11.1 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.2 Intentionally Omitted.

11.3 Both Parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Service in its place of business, regardless of country or jurisdiction. However, Customer's use of the Content is at Customer's own risk. Without limiting the foregoing, Customer will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Customer may not: (1) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (2) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (3) send or store material containing Malicious Code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

12. GENERAL PROVISIONS

- 12.1 Export Compliance.** The Services and Content and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Company and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or in violation of any export law or regulation.
- 12.2 Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Company employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Company's Legal Department at legaldept@cision.com.
- 12.3 Force Majeure.** Except for Customer's obligation to pay for Services already performed, neither Party will be responsible for failure to perform contractual duties caused events beyond such Party's reasonable control, including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) a serious accident, strike, labor trouble, or work interruption; (8) compliance with applicable law; or (9) any other events beyond a Party's reasonable control.
- 12.4 Relationship of the Parties.** The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.
- 12.5 Government Customers.** If Customer is the U.S. Government or any agency or instrumentality thereof, then any software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.
- 12.6 Third-Party Beneficiaries.** Company's Content licensors shall have the benefit of Company's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.
- 12.7 Notices.** Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (1) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (2) when delivered if delivered personally; or (3) one business day after being sent by express courier service. All notices will be sent to Customer at its address as set forth on the first page of this Agreement. Notices to Company shall be sent to Cision, 12051 Indian Creek Court, Beltsville, MD 20705, Attn: Legal Department. In addition, Company may provide notices to Customer electronically either via the Service or via any email address provided by Customer in connection with Customer's account.
- 12.8 Waiver.** No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement.
- 12.9 Severability.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.
- 12.10 Survivability.** All provisions of this Agreement relating to disclaimers of warranties, remedies, damages, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.
- 12.11 Assignment.** Customer may not assign this Agreement without Company's written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.
- 12.12 Headings.** Section headings are for reference only and shall not be considered substantive parts of this Agreement.



12.13 Counterparts. This Agreement may be executed by facsimile or electronic signature and in counterparts.

12.14 OFAC. Customer represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

12.15 Entire Agreement. This Agreement represents the entire agreement between Customer and Company with respect to the subject matter, superseding all previous oral or written communications, representations, or agreements or proposals, including but not limited to any purchase order forms submitted by Customer, and Customer acknowledges that it has not relied on any representation that is not expressly set forth in this Agreement. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency within the Agreement, the order of precedence shall be: (1) the applicable Order Form or SOW, (2) this MSA, and (3) the Documentation. This Agreement may be modified only by a writing signed by both Parties.

{Signature page follows}



Signed by each Party's authorized representative.

Cision US Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Date

Date

SERVICES APPENDICES

Each section is only applicable if the service named has been subscribed to as set forth on an Order Form or forms part of another Service.

1. MEDIA DATABASE SERVICES

- 1.1 Rates.** This section sets forth the terms and conditions governing Customer's use of Company's proprietary database that contains media profiles and associated information ("**Database Data**") and is a subset of Company Data. Company charges a fixed fee for access to the Database Data as stated in the Order Form and a variable charge for distribution of emails via the Company Technology. The number of email distributions that Customer has purchased, if any, shall be stated on the Order Form.
- 1.2 License.** Customer may allow its Users to access and use the Database Data to create and download lists of media outlet information, use Distribution Points to distribute press releases or similar information via the Company Technology, and attach its own personal notes to Database Data. Customer will not: (1) remove any proprietary notices, graphics, or text contained in or on the Database Data or on any downloaded lists; (2) make the Database Data or any downloaded lists available to non-Users, unless otherwise permitted under this Agreement; (3) incorporate or use the Database Data in any resale process, including a press release distribution service, unless otherwise permitted under this Agreement; or (4) use Database Data in a manner that would violate any applicable law, including but not limited to the CAN-SPAM Act or other anti-spamming laws or regulations and the Canadian Personal Information Protection and Electronic Documents Act all as amended by the Canada Anti-Spam Legislation. Any individual whom Customer contacts via the Company Technology using contact information acquired other than through the Services has either (A) given prior consent; or (B) can be contacted by Customer in accordance with applicable law. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE DATABASE DATA IS AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE DATABASE DATA.**
- 1.3 Twitter Data.** Certain Database Data may be provided by Twitter ("**Twitter Data**"), and by using such Twitter Data, Customer agrees to the Twitter Terms of Service located at www.twitter.com ("**Twitter TOS**"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at www.twitter.com ("**Twitter Privacy Policy**"), and the Twitter Rules located at www.twitter.com ("**Twitter Rules**"). Company may immediately terminate Customer's access to and continued retention of Twitter Data if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

2. PRESS RELEASE DISTRIBUTION AND WEB SERVICE ENGINE OPTIMIZATION ("**WEB SEO**") SERVICES

2.1 Press Release Distribution Services.

- (A) This section sets forth the terms and conditions governing Customer's use of press release distribution services including the distribution of news releases and related information via the Company Technology through Company's partnerships with PRWeb (the "**PRWeb Service**"), Marketwired (the "**Marketwired Service**") or any other third party distribution service (collectively, the "**Press Release Distribution Services**").
- (B) Customer and not Company is responsible for the content and accuracy of all news copy and other information submitted by Customer to Company for distribution via the Press Release Distribution Services (the "**Release Materials**"), even if such copy has been reviewed, edited, or written by Company or its Affiliates for Customer. Company is not responsible for verifying facts contained in any Release Materials. Furthermore, Customer, as the issuer of news releases (including those Release Materials containing images and video) is solely responsible for the facts and accuracy of, and for obtaining all rights to, information and content submitted by it for distribution by Company.
- (C) All Release Materials submitted by Customer to Company must contain a Customer contact name, phone number and e-mail address that can be verified by Company.
- (D) Company, its Affiliates and partners do not warrant specific placement of any news release nor pick up by third parties of any news release, but will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover the content at various Internet locations, both intended and unintended.
- (E) Customer shall not query, spider or access any Press Release Distribution Services without the express written consent of Company.



(F) Customer acknowledges that the views expressed by issues of press releases are their own opinions, not the views of Company or the Press Release Distribution Services, and that different issuers of press releases may espouse conflicting opinions.

(G) PRWeb Service.

- (i) Company reserves the right in its reasonable discretion to (a) reject or edit Release Materials (such editing to be done collaboratively with Customer); and (b) remove any news release from its Web site, cease distribution of any news release or reject any news release. Customer acknowledges that re-distribution of news releases is beyond Company's control, and accordingly, Company is not obligated to remove Release Materials from sites outside of Company's PRWeb network.
- (ii) All Release Materials must follow the PRWeb Service editorial guidelines which can be found on the PRWeb Service Web site and are subject to change at any time at Company's sole discretion.
- (iii) If there are errors in the dissemination of Release Materials by Company, Company shall use reasonable efforts to correct such errors promptly upon Customer's notice, without additional charge, and such obligation to correct shall constitute the sole liability of Company in this regard.

(H) Marketwired Service. Use of the Marketwired Service is subject to Marketwired's Terms of Service available online at [www.marketwire.com/Marketwire Terms of Service US](http://www.marketwire.com/Marketwire_Terms_of_Service_US), or such other method as may be advised from time to time by Marketwired, and incorporated into this Agreement. Such terms of service shall be deemed modified to the extent necessary to permit access to Marketwired's services through the functionality of the Company Technology. Marketwired's Terms of Service constitute a separate, binding agreement between Marketwired and Customer, and Marketwired has the right to assert and enforce its terms of service directly on its own behalf.

(I) Neither Company nor its third party suppliers or partners (including Marketwired and PRWeb) will be liable to Customer for any error or omission resulting in the failure of the Press Release Distribution Services to publish the release through any particular outlet. Customer is solely responsible for the content of its press releases, including any errors, omissions, statements of facts or opinions, or third party quotations or references and Marketwired or PRWeb may reject such content when necessary.

2.2 Web SEO Services. Customer may purchase search engine optimization and tagging services, as well as search engine reports on their press releases ("**Web SEO Services**"). As further set forth in Section 7 of the MSA, neither Company nor its third party suppliers or partners will be liable to Customer for any error or omission resulting in the failure of the Web SEO Services to create any specific changes in search engine placement.

3. MEDIA MONITORING SERVICES

3.1 Queries. This section sets forth the terms and conditions governing Company's provision and Customer's use of Company's media monitoring service (the "**Monitoring Service**"). Company will monitor sources for mentions of words or phrases specified by Customer (each word or phrase a "**Customer Query**"). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Company reasonably deems improper or unlawful.

3.2 Services and Rates. Based on Customer Queries, the Monitoring Service may contain information from the following available sources: (1) print, (2) internet, (3) social media, and (4) broadcast monitoring (collectively, the "**Materials**"). Information provided through broadcast monitoring shall also be referred to as "**Broadcast Content**." Materials provided through the Monitoring Service constitute Content and are provided "AS IS."

(A) US Print Media Monitoring Services. Company takes no responsibility and assumes no liability for the obligations of third party-provided Content received via the Company Technology. Customer acknowledges and agrees that Company is only acting as a passive conduit for online distribution and publication of Materials from a third party. Customer may be required to agree to a third party's terms of use in connection with its use of Materials.

(B) International Print Monitoring Services. For international print media monitoring services, Company may charge a fixed fee as set forth on the applicable Order Form as well as a variable charge for delivery of certain articles. Items delivered to Customer cannot be used as evidence in legal proceedings, in political activities or for any public display including, but not limited to, marketing, advertising, endorsement, publicity, and educational exhibition. Certain items delivered to Customer via the Service may only remain on Company's servers for a limited period of time pursuant to Company's agreements with its third-party providers. After expiration of that time, certain copyrighted items may not be available for retrieval from the Service.

(i) **Canadian Monitoring Services.** Canadian Content is be subject to additional restrictions as set forth below:

- a. Users must be made aware of the any restrictions before being given access to the Canadian Content. In no circumstances shall the aggregate responsibility of CEDROM-SNi and the copyright owner exceed the amount paid by Customer under this Agreement.
- b. Company is authorized to transfer to CEDROM-SNi or other licensors all relevant information about this Agreement. For Materials for which electronic distribution rights are administered by CEDROM-SNi Inc. or other licensors, the authorization granted herein is deemed to have been granted directly by CEDROM-SNi Inc. or other licensors and CEDROM-SNi Inc. or other licensors shall benefit from the same rights and protections as the copyright owner.
- c. If Customer subscribes to Canadian Monitoring Services and has more than five (5) Users, CEDROM-SNi requires a license to be arranged with it directly. If Customer subscribes to Canadian Monitoring Services and is a Government department or agency, Sun Media requires a license to be arranged with it directly. In the event Customer directly negotiates an agreement with any broadcasters or representative print copyright collectives, copyright fees charged will be modified to reflect this. In order to avoid extra charges Customer is required to notify Company of direct copyright agreements held and provide copies of such agreements.
- d. Certain services may have threshold limits and if Customer exceeds such limits, Customer shall remain responsible for overage fees.

(C) **Internet News Monitoring Services.** News monitoring charges consist of a fixed fee based on the number of media categories Company tracks and/or Customer's estimated article volume. Tiered fees, if set forth on an Order Form, are based on an estimate of Customer's usage. Company reserves the right to conduct periodic actual usage audits to determine Customer's actual article volume. If Customer's audited volume exceeds the tier applicable to its estimated usage, Company will invoice Customer for the overage amounts.

(D) **News Monitoring with LexisNexis.** Company provides certain Materials to Customer through a partnership with LexisNexis, a division of Reed Elsevier Inc. ("LN") via the Company Technology, and Content provided through this partnership is provided "AS IS." LN-provided Content is subject to the LexisNexis Terms and Conditions ("LN Terms"), available online at www.lexisnexis/terms/general and incorporated into this Agreement by reference. The LN Terms shall be deemed modified to the extent necessary to permit access to the LN-provided Content through the functionality of the Company Technology. Customer is prohibited from accessing and using LN-provided Content unless Customer has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Customer, and LN has the right to assert and enforce the LN Terms directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN-provided Content accessed via the Company Technology. Customer agrees that Company is only acting as a passive conduit for online distribution and publication of LN-provided Content that has been ordered by Customer from LexisNexis. LN's consent to the terms of this Agreement shall be evidenced by providing Customer with the means to access the LN-provided Content. LN Content may be provided as part of or separately from the Monitoring Service.

(E) **Quickshare via LexisNexis Publisher.** Company provides certain content sharing capabilities of LN-provided Content ("Quickshare") to Customer through a partnership with LN via the Company Technology, but only if Customer subscribes to such Quickshare service. Customer is permitted to publish or distribute LN-provided Content internally to the specified number of recipients listed on the Order Form through daily newsletters, email transmission, and/or through Customer's intranet. For purposes of this paragraph, "internal" includes Customer and its Affiliates.

(F) **Social Media Monitoring Services.** In conjunction with its partners, Company provides social media monitoring services directly by email and via the Company Technology. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Customer's article volume. This fee is tiered based on the Parties' agreed estimate of Customer's usage. Company reserves the right to conduct periodic actual usage audits to determine Customer's actual volume. If Customer's audited volume exceeds the tier applicable to its usage, Company will invoice Customer for the overage amounts and/or Company will cease providing Content above such volume. Company may need administrative access to Customer's social media platform(s) in order to provide social media monitoring services. Certain Content may be provided by Twitter ("Twitter Data"), and by using such Content Customer agrees to the Twitter Terms of Service located at www.twitter.com ("Twitter TOS"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at www.twitter.com ("Twitter Privacy Policy"), and the Twitter Rules located at www.twitter.com ("Twitter Rules"). Company may immediately terminate Customer's access to and continued retention of such Content if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

(G) **Broadcast Monitoring Services.**

- (i) Company provides Broadcast Content through a partnership with a third party provider. Notwithstanding anything in this Agreement to the contrary, Customer and Users may: (1) use the Broadcast Content only for Customer's internal use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (2) distribute the Broadcast Content only within Customer's organization in digital copy or link distribution through e-mail, as permitted by the third party's software; (3) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to a public Web site on the Internet; (4) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; (5) not create derivative works from, copy and paste links, resell, reverse engineer or otherwise redistribute to third parties the Broadcast Content or the third party's software; and (6) use Broadcast Content for up to twenty-eight (28) days after the original broadcast date, unless otherwise specified herein or permitted in the third party's software. Customer and Users must use best efforts to prevent unauthorized copying or distribution of the Broadcast Content.
- (ii) Company provides Customer with information on subjects that Customer selects from broadcast sources, and Broadcast Content is provided "AS IS." Company will stream clips or links for twenty-eight (28) days from the original broadcast air date, unless Customer purchases a "download" or a "stream." Digital preview clips within the Company Technology may be viewed up to one-hundred (100) times per clip on the Full Player; content outside of the Company Technology may be viewed twenty-five (25) times per clip on the modified Skinny Player. Broadcast monitoring fees consist of a negotiated, fixed, nonrefundable fee based on Customer's estimate of its clip volume. Notwithstanding the foregoing, certain download or streaming functionality may not be available if such functionality is or becomes restricted by the third-party provider of such Broadcast Content or by law or by regulation.
- (iii) **Volume Pricing for Clip Packages.** Fees for Broadcast Content are charged as set forth on an Order Form, however, Customer may obtain volume pricing on clip packages by pre-paying for a number of clips, which is non-refundable. Packages expire at the end of the Service Term, and clips must be used during the Service Term. If Customer's usage exceeds the package volume, then Company will invoice Customer for the overage amounts. Customer agrees to pay taxes, special services, out of market, special rush, archival, or product license fees in addition to the contractual rate, if applicable.

3.3 Usage.

- (A) Customer can access the text (or portions of the text) and video clips containing the Customer Queries through the Company Technology. Using the Services' functionality, Customer may e-mail text and/or hyperlinks viewable within the Services to Customer's employees, agents, contractors or clients (in the case of agencies who use the Services on behalf of a client) ("**Allowed Recipients**") solely for use in relation to Customer's or client's (in case of agencies who use the Services on behalf of a client) internal business purpose.
- (B) Unless otherwise authorized in this Agreement, neither Customer nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Services (or copies thereof), to any person, organization or institution other than Allowed Recipients. Customer warrants that text or video clips provided to Customer through the use of the Services will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Agreement, Customer may, via the Company Technology, post, in electronic format, text, reports or the like, received via the Services to an intranet site for access and use solely by Allowed Recipients.
- (C) Customer acknowledges and agrees that in providing the Monitoring Service and Content, Company is not responsible for the substance, text or subject of any such Content.
- (D) Customer acknowledges and agrees that the Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Content, that Company holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Customer's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. All items are protected by copyright owned by the copyright owner or licensor.
- (E) Customer's use of Content may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with any such restrictions.
- (F) Company does not represent or warrant that any specific source will be monitored by Company or represent that any amount of Content will be delivered through the Company Technology. Company reserves the right to change the sources that it



monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Services. Customer agrees that it shall comply with any such restrictions.

(G) If Customer provides users in the United Kingdom ("UK") with access to the Monitoring Service and receipt of NLA Content, then Customer shall:

- (i) Obtain a license for any NLA Content accessed using the Services directly from the Newspaper Licensing Agency ("NLA") for such UK Users;
- (ii) Unless licensed by the NLA, not further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in the NLA;
- (iii) Not remove, conceal or alter any copyright notices contained on or within the NLA Content as accessed or delivered;
- (iv) Not store NLA Content in electronic form as part of any library or archive of information other than within the Services; and
- (v) Provide a statement when requested by Company setting out the number of permitted Users within Customer's organization in the UK.

(H) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE CONTENT AND COMPANY DATA IS SOLELY AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE CONTENT OR COMPANY DATA.

3.4 Additional Representations and Warranties.

(A) **Print and Internet Monitoring.** ALTHOUGH COMPANY WILL MAKE EVERY EFFORT TO PROVIDE A COMPLETE AND RELIABLE MONITORING SERVICE, IT CANNOT GIVE CREDIT FOR MISSED OR INCORRECT ARTICLES. COMPANY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE ORIGIN, ACCURACY, CORRECTNESS, COMPLETENESS, SUBJECT MATTER, CONTENT, OR EDITORIAL APPROACH OF ANY CONTENT, OR THE QUALITY OF SCANNED MATERIALS.

(B) **Broadcast Monitoring.** COMPANY CANNOT MAKE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF BROADCAST CONTENT OR TELEVISION TEXT BECAUSE IT USES CLOSED-CAPTIONING OF PROGRAMS, WHICH IS NOT ALWAYS IDENTICAL TO THE LITERAL TRANSCRIPTION OF A BROADCAST. CUSTOMER ACKNOWLEDGES THAT CLOSED-CAPTIONING IS SUBJECT TO OCCASIONAL CAPTION ERRORS, MISSPELLINGS, AND GARBLING.

(C) **Social Media Monitoring.** SOCIAL MEDIA MONITORING SERVICES ARE PROVIDED TO CUSTOMER "AS-IS." COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE CONCERNING THE SOCIAL MEDIA MONITORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE SOCIAL MEDIA MONITORING SERVICES WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

4. HELP A REPORTER OUT SERVICE

4.1 **HARO.** This section sets forth the terms and conditions governing the provision and Customer's use of Company's service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("**HARO**").

4.2 **Types of Memberships.** There are two types of memberships in HARO: Journalist Members and Source Members. The scope of Customer's access to the site is dependent upon the member type. Journalist Members log onto the Journalist home page and post a query ("**HARO Query**") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Source Members may forward



HARO Queries to others, but Source Members shall not post HARO Queries on blogs, Web sites or any similar venue. Customer shall not harvest Journalist Member email addresses for any reason.

4.3 Additional Disclaimers. Company does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom Customer may interact in the course of using the HARO service. Additionally, Company does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Customer shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries. Company is not liable for the deletion, corruption or failure to post, store and/or forward any messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Services.