



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-6-ADM-15-037		2. Date prepared: 12/23/2015	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input checked="" type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# _____ <input type="checkbox"/> Renewal # _____ <input checked="" type="checkbox"/> Other <u>ADDENDUM</u>	
FISCAL INFORMATION			
4. Account Number: 12090-12000.599105		5. Account Name: ADMINISTRATION	
6. Total amount this action: \$6,000.00		7. New contract total: 6,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year	2016	\$	6,000.00
Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 3/3/2016		12. To (month, day, year): 3/2/2017	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> RFP# _____		<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____	
14. Name of agency: Economic Development Corp			
15. Requisition Number: 000005829			
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040			
AGENCY CONTACT INFORMATION			
17. Name: Georgia Ghang		18. Telephone #: 317/232-8903	
19. E-mail address: gchang@iedc.in.gov			
COURIER INFORMATION			
20. Name: Jackie Addison		21. Telephone #: 317-234-5670	
22. E-mail address: jaddison@iedc.in.gov			
VENDOR INFORMATION			
23. Vendor ID #: 0000255258			
24. Name: MELTWATER NEWS US INC		25. Telephone #: 415.829.5900	
26. Address: 225 BUSH ST STE 1000 SAN FRANCISCO, CA 94104			
27. E-mail address: n/a			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
29. Primary Vendor: M/WBE/IN-Vetera		30. Primary Vendor Percentages	
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		100.0 %	
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
31. Sub Vendor: M/WBE/IN-Veteran		32. If yes, list the %:	
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Minority: _____ %	
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Women: _____ %	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IN-Veteran: _____ %	
33. Is there Renewal Language in		34. Is there a "Termination for Convenience" clause in the document?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
35. Will the attached document involve data processing or telecommunications system <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 5-28-14			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Contractor shall provide the IEDC up to 5 users online contact manager system to search, identify and organize media contacts and sources. The users shall have the abilities to upload contacts & export media lists and proprietary influencer search with relevance rankings.			
38. Justification of vendor selection and determination of price reasonableness: The Contractor is a software as a service (SaaS) company. the company offers a media intelligence software as a service (SaaS) product for a variety of market verticals. The contractor has been known as a unified solution to solve marketing and business problems with the insights derived from the billions of online conversations and documents living outside company firewalls.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval 		41. Date Approved 12/23/15	42. Budget agency approval AC
44. Attorney General's Office approval		45. Date Approved	43. Date Approved 12/29/15
		46. Agency representative receiving from AG	47. Date Approved



ADDENDUM

This Addendum is entered into by and between the Indiana Economic Development Corporation (the "IEDC") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this "Agreement"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name:

Meltwater News US Inc.

Contractor Address:

255 Bush Street
Suite 1000
San Francisco, CA 94104

Title of Form Contract:

Order Confirmation; Meltwater Services

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is for the Contractor to provide the IEDC certain services as set forth in the Form Contract.

2. TERM.

(A) This Agreement shall commence on March 3, 2016 and shall remain in effect through March 2, 2017 or unless earlier terminated in accordance with the provisions of this Agreement (the "Expiration Date"). In no event shall payments be made for services provided after the Expiration Date.

(B) This Agreement may be renewed under the same terms and conditions, subject to the approval of the parties, including the State Budget Director. The term of the renewed Agreement may not be longer than the term of the original Agreement. All renewals and extensions must be in writing and signed by all parties.

(C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of the Agreement, including but not limited to provisions for payment of amounts owed for work performed under the Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. CONSIDERATION.

(A) All services performed by the Contractor under this Agreement must be consistent with the description set forth in the Form Contract. Total remuneration under this Agreement shall not exceed **\$6,000.00** (the "**Agreement Amount**"), unless otherwise agreed to in writing and executed by both Parties.

(B) All work and/or services provided by the Contractor under this Agreement must be performed in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be inconsistent with this Agreement, or performed in violation of federal, state, or local laws.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- (A) Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana.
- (B) Any provision providing that suit be brought in any state other than Indiana.
- (C) Any provision requiring the State of Indiana to pay any taxes.
- (D) Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees.
- (E) Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20.
- (F) Any provision requiring payment in less than 35 days.
- (G) Any provision giving the Form Contract precedence over this Addendum.

4. PAYMENTS.

(A) The Contractor shall submit an invoice(s) for payment in connection with its services provided hereunder.

(B) All payment obligations shall be made in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/forms.

(C) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC.

5. CONFIDENTIALITY OF INFORMATION.

(A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) The parties acknowledge that the services to be performed by the Contractor for the IEDC under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the IEDC in its computer system or other record. In addition to the covenant made above in this Section, and pursuant to 10 IAC 5-3-1(4), the Contractor and the IEDC agree to comply with the provisions of Indiana Code § 4-1-10 and Indiana Code § 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system, in addition to any other claims and expenses for which it is liable under the terms of this Agreement.

6. USE OF THE IEDC NAME.

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including but not limited to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

7. GOVERNING LAW.

(A) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court for the Southern District of Indiana. The Contractor hereby consents to the personal jurisdiction of Indiana state and federal courts.

(B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

(C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the

information contained in this Agreement shall not be considered an act of the IEDC or the State.

8. TERMINATION & FUNDING CANCELLATION.

(A) This Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. In no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date. In the event IEDC terminates in the absence of a material breach by Contractor, all outstanding payments will become immediately due and must be paid in full. In the event that IEDC has pre-paid for the Contractor Services, no refund shall be given.

(B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. PROGRESS REPORTS. Deleted by mutual agreement of the parties.

10. ACCESS TO RECORDS & AUDITS.

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence directly pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at his/her respective office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under the Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

11. THE CONTRACTOR'S SERVICES.

(A) The Contractor recognizes that the services to be performed under this Agreement are vital to the IEDC and must be continued without interruption. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

(B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional

compensation shall be made. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

(C) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. The Contractor represents that it has or shall obtain at its own expense all personnel, materials, and equipment required to perform the services under this Agreement.

(D) Deleted by mutual agreement of the parties.

12. OWNERSHIP OF DOCUMENTS AND MATERIALS.

(A) The Contractor, at the IEDC's request, will transfer to the IEDC all the materials in Contractor's possession provided to the Contractor by the IEDC for the services rendered under this Agreement.

(B) Deleted by mutual agreement of the parties.

(C) Deleted by mutual agreement of the parties.

13. COMPLIANCE WITH LAWS.

(A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.

(B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44-1-3 and under any other applicable laws.

(C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.

- (D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.
- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of the Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.

As required by Indiana Code § 5-22-3-7:

- (A) The Contractor and any principals of the Contractor certify that:
 - (1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers],
 - (b) Indiana Code § 24-5-12 [Telephone Solicitations], or
 - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) The Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

(B) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:

- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

15. RESERVED.

16. DRUG-FREE WORKPLACE CERTIFICATION.

(A) The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Agreement. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

(B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to, in good faith, comply with the terms of this Section shall constitute a material breach of this Agreement and shall entitle the IEDC to impose, or may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of Agreement payments, the termination of this Agreement and/or the debarment of the Contractor from doing further business with the IEDC and the State of Indiana for up to three (3) years.

(C) Deleted by mutual agreement of the parties.

17. NONDISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

18. NOTICE TO PARTIES.

Whenever any notice, statement, or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised:

(A) Notices to the IEDC shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

(B) Notices to the Contractor shall be sent to:

Rene Garcia
Meltwater News US Inc.
255 Bush Street
Suite 1000
San Francisco, CA 994104

Notice from the IEDC to the Contractor may be provided via electronic mail to the Contractor's electronic mail address or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch. Any change in contact information must be provided in writing by the Contractor to the IEDC. Notices, statements, or other communications from the Contractor to the IEDC shall be deemed delivered when received.

19. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS

(A) The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) **KEY PERSON(S): Deleted by mutual agreement of the parties.**

(C) **BACKGROUND CHECKS: Deleted by mutual agreement of the parties.**

20. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Contractor or its subcontractor(s), and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Agreement. The IEDC shall not provide such indemnification to Contractor.

21. DEBARMENT AND SUSPENSION.

(A) The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

22. ATTORNEYS' FEES & INTEREST.

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

23. MISCELLANEOUS.

- (A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- (B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- (C) This Agreement may be executed through an original or through a facsimile copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.

(D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

(E) Unless clearly stated otherwise, nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, but not limited to, the employees or sub-contractors of the Contractor.

(F) Deleted by mutual agreement of the parties.

(G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

24. INSURANCE. Deleted by mutual agreement of the parties.

25. AUTHORITY TO BIND CONTRACTOR.

Notwithstanding anything in the Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

26. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. DISPUTES.

(A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

(B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not

affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

(C) If a party to the Agreement is not satisfied with the progress toward resolving a dispute, the party must notify, in writing, the other party of the dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, the dissatisfied party will submit the dispute in writing according to the following procedure:

(1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail, or otherwise furnish a copy thereof, to the Contractor and the IEDC within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

(2) The IEDC may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the IEDC to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Contractor to terminate this Agreement, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

28. AGREEMENT MODIFICATIONS.

Only the following paragraphs of this Agreement were added, deleted, or modified during construction and/or negotiation of this Agreement. All changes to this Agreement are mutually agreed to by the parties.

- (A) Paragraph 1 of the Agreement, entitled Purpose of Agreement, is modified by mutual agreement of the parties.
- (B) Paragraph 2 of the Agreement, entitled Term, is modified by mutual agreement of the parties.

- (C) Paragraph 3 of the Agreement, entitled Consideration, is modified by mutual agreement of the parties.
- (D) Paragraph 4 of the Agreement, entitled Payments, is modified by mutual agreement of the parties.
- (E) Paragraph 8 of the Agreement, entitled Termination & Funding Cancellation, is modified by mutual agreement of the parties.
- (F) Paragraph 9 of the Agreement, entitled Progress Reports, is deleted by mutual agreement of the parties.
- (G) Paragraph 10 of the Agreement, entitled Access to Records & Audits, is modified by mutual agreement of the parties.
- (H) Paragraph 11 of the Agreement, entitled The Contractor's Services, is modified by mutual agreement of the parties.
- (I) Paragraph 12 of the Agreement, entitled Ownership of Documents & Materials, is modified by mutual agreement of the parties.
- (J) Paragraph 16 of the Agreement, entitled Drug-Free Workplace Certification, is modified by mutual agreement of the parties.
- (K) Paragraph 19 of the Agreement, entitled Subcontracts, Assignment & Key Persons, is modified by mutual agreement of the parties.
- (L) Paragraph 23 of the Agreement, entitled Miscellaneous, is modified by mutual agreement of the parties.
- (M) Paragraph 24 of the Agreement, entitled Insurance, is deleted by mutual agreement of the parties.

29. NON-COLLUSION AND ACCEPTANCE.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

Signatures Appear on the Following Page

In Witness Whereof, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of the Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

MELTWATER NEWS US INC.

Stacy Power

Stacy Power (Dec 18, 2015)

Stacy Power Contract Manager

PRINTED NAME, TITLE

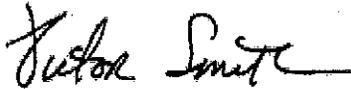
Dec 18, 2015

Date

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Victor P. Smith, Secretary of Commerce

(Digital Signature Stamp Below)



Victor P. Smith
Secretary of Commerce
December 22, 2015

APPROVED:

STATE BUDGET AGENCY

CERTIFIED PURSUANT TO INDIANA CODE § 6-3.1-13-15


BRIAN E. BAILEY, DIRECTOR

Date

12/29/15

Order Confirmation



Meltwater Services

Influencer Contact Manager

- Online contact manager system to search, identify and organize media contacts and sources.
- Ability to upload contacts & export media lists.
- Proprietary influencer search with relevance rankings.
- Access to Meltwater's proprietary influencer database in a single country.
- Advanced search of influencer database by journalist or publication name, location, beat, role and channel.
- Country of influencer database access:
 - United States

Meltwater Regular

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 10 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 15 Dashboards. Each Dashboard can display a total of 9 Widgets, based on results from any Search.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from sources tracked by Meltwater in 2 countries. 12 months of historic news search results available.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view Agents and results.

Terms of Service:

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

Product	Start Date	End Date
Influencer Contact Manager	Mar 03, 2016	Mar 02, 2017
Meltwater Regular	Mar 03, 2016	Mar 02, 2017

Payment Terms:

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

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

Price : 6000.00 USD

Terms of Use:

1 Meltwater News US Inc., 225 Bush St. Suite 1000, San Francisco, CA 94104 United States of America. T: 001 415 829 5900, F: 001 415 848 9190.

FTIN number: 20-5289528 (b2b-version)

Meltwater Terms and Conditions of Use - North America - v. August 2015

<http://www.meltwater.com>

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

Special Terms:

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

- Invoices under this Agreement will be due within 30 days of invoice date.
- Invoices under this Agreement will be issued according to the following schedule: Invoice 1 in the amount of 6000.00 USD due on or before Mar 31, 2016 ;

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

Customer

Indiana Economic Development Corporation
One North Capitol, Suite 700
Indianapolis, Indiana 46204
United States
Contact: Abby Gras
P: 317.234.2294

Meltwater Affiliate

Date

Name

Email

Title

Signature

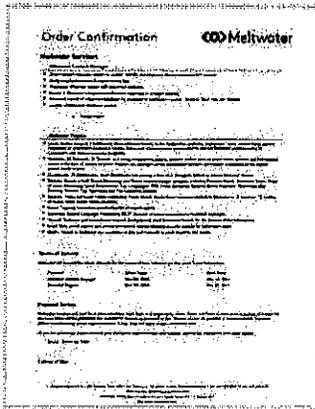
Date

Name

Margaret Hasemann

By initialing below I represent that I have read, understand, and agree to the terms and conditions located at www.meltwater.com/terms-of-use

Initials



IEDC_Amendment(UPDATE)

Adobe Document Cloud Document
History

December 18, 2015

Created:	December 18, 2015
By:	Margaret Hasemann (margaret.hasemann@meltwater.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAFPtHdBP2e_1cgysL21HULyNOxmhr_VL

"IEDC_Amendment(UPDATE)" History

- Document created by Margaret Hasemann (margaret.hasemann@meltwater.com)
December 18, 2015 - 8:54:06 AM CST - IP address: 38.140.28.74
- Document emailed to Stacy Power (stacy.power@meltwater.com) for signature
December 18, 2015 - 8:55:03 AM CST
- Document viewed by Stacy Power (stacy.power@meltwater.com)
December 18, 2015 - 1:14:21 PM CST - IP address: 24.7.13.213
- Document e-signed by Stacy Power (stacy.power@meltwater.com)
Signature Date: December 18, 2015 - 1:15:49 PM CST - Time Source: server - IP address: 24.7.13.213
- Signed document emailed to Margaret Hasemann (margaret.hasemann@meltwater.com) and Stacy Power (stacy.power@meltwater.com)
December 18, 2015 - 1:15:49 PM CST