



STATE OF OKLAHOMA AMENDMENT NO. 2 TO STATEWIDE CONTRACT WITH CARAHSOFT TECHNOLOGY CORPORATION.

This Second Amendment to Oklahoma Statewide Contract No. 1054 (“Amendment”) is effective on the date of the last signature below (the “Amendment Effective Date”) and is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and **Carahsoft Technology Corporation** (“Supplier”). This Amendment supplements and amends the State of Oklahoma Statewide Contract No. 1054 with **Carahsoft Technology Corporation**, entered into by the parties and effective April 1, 2025, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree to amend the Contract as follows:


1. Supplier and State desire to amend the Contract (as defined in the Contract) to amend Attachment E5 – Third Party Terms. Attachment E5, in the Contract is hereby deleted in its entirety and replaced with the following *revised* Attachment E5 – Third Party Terms included in this Amendment:
 - a. Attachment E5 - Third party Terms
 - i. Meltwater Service Level Agreement;
 - ii. General Terms and Conditions of Use of Meltwater Services;
 - iii. Data Processing Addendum.
2. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.
3. The parties acknowledge and agree that this Amendment does not contemplate the exchange, handling, or processing of any protected data sets, subject to heightened legal or regulatory protection. In the event that the provision of such protected data becomes necessary for the performance of this Contract, the parties agree to negotiate in good faith and execute appropriate written amendments or addenda to address the handling, protection, and compliance requirements applicable to such data prior to any exchange thereof.

4. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.
5. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:

CARAHSOFT TECHNOLOGY
CORPORATION

By: 
Dan Cronin (May 1, 2025 13:34 EDT)

By: *Madeline Hall*

Name: Dan Cronin

Name: Madeline Hall

Title: Chief Information Officer

Title: Contracts Manager

Date: May 1, 2025

Date: May 1, 2025

MELTWATER

By: *Dennis Bryntesson*

Name: Dennis Bryntesson

Title: Sales Operations Analyst

Date: May 1, 2025

Meltwater Service Level Agreement for the Meltwater Platform

This service level agreement (“SLA”) for the Meltwater multi-tenant SaaS suite of solutions (the **Platform**) is part of the Agreement for subscriptions to the Meltwater Platform between Meltwater and Customer.

- Service Levels.** During the subscription term for the Platform subscriptions set forth in the Order Confirmation, Meltwater shall use commercially reasonable efforts to maintain the following average monthly availability for the Platform (“**Uptime Commitment**”):

Uptime	Calculation of Uptime
>=99.8%	$\text{Monthly Uptime \%} = \frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$

“**Downtime**” means the total minutes in a calendar month during which the Platform is not available for reasons attributable to Meltwater. Downtime does not include: (a) Excluded Downtime (defined below), and (b) Scheduled Maintenance (defined below).

“**Excluded Downtime**” means unavailability of the Platform caused by factors outside of Meltwater’s reasonable control, such as a force majeure event or Internet access failure.

“**Maximum Available Minutes**” means the total number of minutes in the calendar month.

- Credit.**

- 2.1. If Meltwater does not use commercially reasonable efforts to meet the Uptime Commitment for the Platform in a particular month, Customer may claim a Credit (defined below), which Customer may apply to the next invoice for the Platform that is the subject of the Credit claim.
- 2.2. “**Credit**” means 2% of the monthly subscription fee paid by Customer to Meltwater for the Platform that did not meet the Uptime Commitment during the calendar month *provided* such credit shall not exceed 100% of the monthly subscription fee for the impacted Platform.
- 2.3. Claims for a Credit must be made in good faith and in writing to the Meltwater account manager’s within thirty (30) business days after the end of the relevant calendar month during which Meltwater did not meet the Uptime Commitment for the Platform.

- Scheduled Maintenance.**

- 3.1. The Platform may not be available during the following weekly maintenance windows (“**Scheduled Maintenance**”): between the hours of Saturday 12:00am EST and 10:00am EST.
- 3.2. Scheduled Maintenance shall also include an occasional “Major Upgrade Window” whereby Meltwater provides at least three (3) days prior written notice that the Platform will be unavailable for a specific time during which Meltwater may upgrade the Platform. Such written notice may be displayed on the Meltwater website.

- Defined Terms.** Any capitalized but non-defined terms in this SLA shall have the meaning given to them in the Agreement.

- Exclusions.** This SLA does not apply to: (a) any test, trial, demo or evaluation use of the Platform, (b) the availability of any third party news and/or social media content, and (c) any third-party cloud service subscriptions purchased through Meltwater.

- Changes.** Meltwater may update this SLA from time-to-time. The then-current SLA shall be displayed on the Meltwater website at meltwater.com/en/sla

General Terms and Conditions of Use of Meltwater Services

1. General

These General Terms and Conditions of Use ("T&C") together with the Order Confirmation and Special Terms (as defined in the Order Confirmation), if any, constitute the entire "Agreement" between the parties. This Agreement shall govern Customer's access to and use of the Site (as defined below) and the Meltwater products and services purchased by Customer as listed in the Order Confirmation (collectively, "Meltwater Services"). The Meltwater Services are provided by **Meltwater News US Inc** ("Meltwater") and its third party providers, as applicable, on and through the domain and sub-domains of www.meltwater.com (collectively, the "Site"). To the extent of any inconsistency between the T&C, Special Terms and the Order Confirmation, the Special Terms shall control, followed by the T&C and then the Order Confirmation, unless otherwise agreed by the parties.

2. Right of Use

2.1 Customer is obligated to access and use the Site and the Meltwater Services, and any content accessed by or provided therein, in accordance with all applicable laws, rules and regulations and agrees to accept all applicable terms within Meltwater's Data Processing addendum Attached as Exhibit A - . Subject to the terms and conditions of the Agreement, Meltwater shall grant Customer a non-exclusive and non-transferable right to permit the Authorized Users specified in the Order Confirmation to use the Meltwater Services for internal purposes. This does not include performance of services for the benefit of third parties, nor the use by Customer's affiliated companies. Customer shall be authorized to engage external consultants as users of the Meltwater Services on the premise of appropriate contractual agreements and to the extent that they will use the Meltwater Services exclusively for the Customer.

2.2 Customers who are marketing or public relations agencies may use the Meltwater Services on behalf of their clients but only if all of the following conditions are met: (i) Customer agrees that Meltwater and its licensors and/or providers are not parties to the agreement between Customer and its client; (ii) Customer's payment obligations pursuant to this Agreement are not dependent upon receiving payment from Customer's clients; (iii) Customer must first obtain its client's written consent authorizing Customer to provide client information as necessary for Meltwater to perform under this Agreement; (iv) if applicable, Customer must first obtain its client's written consent authorizing Customer to act on the client's behalf, including sending out press releases using the Meltwater Services; and (v) the agreement between Customer and its clients is at least as restrictive and protective of Meltwater's and its licensors' and/or its providers' rights as this Agreement. Customer shall be solely responsible for and shall comply with all laws, rules, regulations and directives in delivering and providing the Customer's agency services, including but not limited to, any laws regarding privacy and the use and disclosure of personal data and any advertising and/or marketing laws.

3. Prerequisites

Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Site and the Meltwater Services, and for paying all third-party fees and access charges incurred while using the Meltwater Services.

4. Account and Password

Customer will receive a password to log in to the Site and access the Meltwater Services. Customer shall have sole responsibility for all activities relating to such Customer's account and shall immediately inform Meltwater of any unauthorized use of the Customer's account.

5. Third Party Sites and Third-Party Content

Meltwater Services may include links to third party websites ("Third Party Sites"). Customer is responsible for evaluating whether to access or use a Third Party Site and agrees to be bound by any applicable terms found therein. Meltwater does not screen, audit or endorse any Third Party Site. Meltwater shall not assume any responsibility for the content, advertising, products or other materials ("Third-Party Content")

on Third Party Sites. Customer agrees it will not copy, reproduce, distribute, transmit, broadcast, modify, display, sell, license or otherwise exploit Third Party Content except in strict compliance with the rights, if any, granted to Customer by any third party. Customer warrants that all content uploaded and distributed via the Meltwater Services by Customer shall comply with all applicable law. Meltwater will terminate the account of any Customer, and block access of any user, who infringes any Meltwater or third party intellectual property right.

6. Termination For Cause

6.1 Supplier may terminate the Contract in whole (not in part) if it provides the State written notice of material breach and the State fails to cure within thirty (30) days. If multiple Customers exist, breach by one does not justify termination of the entire Contract. The State may terminate the Contract, in whole or in part, if it provides written notice of material breach and Supplier fails to cure within thirty (30) days. Partial termination does not waive any rights or obligations related to the remaining portions of the Contract.

6.2 The State may also terminate immediately, without notice, if Supplier breaches confidentiality, security, safety, or environmental requirements; if the breach poses a functional or legal risk; or if an administrative error occurred pre-performance. If PR Vendor services are involved and lobbying rules are violated, the State may terminate with up to ten (10) days' notice.

6.3 Upon Meltwater's receipt of Supplier's termination notice for cause pursuant to this Section 6, Supplier must promptly comply and minimize related costs. Goods/services delivered before termination must still be paid for, but no further payment or damages are owed. Unused prepaid fees applicable to the terminated Meltwater Services must be refunded on a prorated basis. Termination does not waive legal rights or liabilities arising under the Contract.

6.4 Repeated poor performance, unauthorized changes to terms, nonperformance, insolvency, bankruptcy, or similar issues may also constitute material breach and grounds for termination. This list is not exhaustive and termination may occur for other reasons under law or regulation (e.g., OAC 260:115-9-1).

7. Termination for Funding Insufficiency

7.1 Notwithstanding any contrary provisions in the Contract, the State may terminate the Contract, in whole or in part, if sufficient funds are not appropriated or received from an intended third-party source. In such cases, the Supplier will receive at least fifteen (15) calendar days' written notice. Partial termination does not waive or affect any party's rights or obligations regarding the remaining portions of the Contract. The State's determination of insufficient funding shall be final and binding on the Supplier.

7.2 Upon receiving notice, the Supplier must immediately comply and take steps to minimize costs related to the affected work.

7.3 Termination under this section shall not be deemed a breach or default by the State, nor does it relieve the Supplier of liability for any claims arising under the Contract.

8. Termination for Convenience

8.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

8.2 Upon receipt of notice of such termination, Supplier shall terminate its provision of services as of the date set forth in the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

9. Duration and Cancellation

9.1 The Agreement shall commence on the date specified in the Order Confirmation and shall continue for the initial term as stated therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Agreement will be extended automatically for periods of time equivalent to the initial term or the then-current renewal term at Meltwater's then-current prices and subject to the terms of this Agreement, unless the Agreement is cancelled in writing at least sixty (60) days prior to the expiration of the initial term or the then-current renewal term. Any initial pricing and/or payment terms shall only be applicable to the initial term.

9.2 A timely cancellation according to Section 8.1 will become effective as of the end of the respective term. Upon expiration or termination of the Agreement, Customer's access rights and all other rights granted under

this Agreement shall expire. Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination.

9.3 In addition to other rights and remedies available to Meltwater, Meltwater is entitled to cancel the Agreement without notice if Customer violates essential or material obligations under the Agreement. Meltwater also reserves the right to cancel the Agreement without notice if a substantial decline in the asset situation of Customer occurs, if insolvency proceedings are opened for the assets of Customer or if such proceedings are rejected due to lack of assets.

The following Sections shall survive the expiration, termination or cancellation of the Agreement in full force and effect: General, Third Party Sites and Third Party Content, Intellectual Property, Data Use and Restrictions, Confidentiality, Liability and Warranty, and Additional Provisions.

10. Intellectual Property

Subject to applicable law, the content on the Site, except for content created by users and third parties if any, including without limitation, software, code, forms, text and other materials, trademarks, service marks or logos contained therein ("Marks"), are owned by or licensed to Meltwater. Customer's use of the Site and the Meltwater Services is limited to the rights granted to Customer under this Agreement and Meltwater reserves all rights not expressly granted herein.

11. Data Use and Restrictions

The rights granted to Customer under this Agreement do not include any resale of any portion of the Site or its contents; any collection and use of any derivative of the Site or its contents; any downloading or copying of account information for the benefit of another company or party; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under this Agreement. Customer may not frame or utilize framing techniques to enclose any trademark, logo, or other Meltwater generated content of the Site, or use meta tags or any other "hidden text" or data elements utilizing Meltwater's name or trademarks without

express written consent by Meltwater. Meltwater shall in no way be responsible or liable for unauthorized use or disclosure of personal information by the Customer.

12. Confidentiality

12.1 The Supplier shall protect all State and citizen data it accesses or receives, using it solely to fulfill its Contract obligations and in full compliance with applicable federal and State laws, rules, and policies. Supplier shall not disclose, sell, or otherwise share such data without the Customer's prior written consent and shall ensure that all employees, agents, affiliates, subcontractors, and others with access are bound by the same confidentiality obligations. The Supplier affirms it has a proven system in place to safeguard this information and must execute additional confidentiality agreements if legally required.

12.2 Any unauthorized access, use, or disclosure must be reported immediately, with full details provided. Supplier must assist in investigation and prevention efforts and will bear all commercially reasonable related costs, including but not limited to, credit monitoring (for at least three years), notification, and response services. Except where prohibited by law, Supplier must also forward any third-party data requests to the State Purchasing Director and cooperate fully in protecting data confidentiality.

12.3 The Customer may receive access to Supplier's confidential information, which will be handled in accordance with the Oklahoma Open Records Act. Unless designated confidential by law, Contract terms and related information are not considered confidential and may be disclosed without notice to the Supplier.

13. Liability and Warranty

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

13.2 To the maximum extent permitted by applicable law, in no event shall either party be liable for any, indirect, incidental, special, consequential or exemplary damages, however caused and under any theory of liability arising out of or in connection with this Agreement. This shall include, but not be limited to, any loss of; profit, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

13.3 Meltwater warrants that it has the legal power and authority to enter into this Agreement. Except as provided herein, Meltwater provides the Site "as is" without any warranty or condition of any kind, express or implied. Meltwater does not guarantee uninterrupted, secure or error-free operation of the Site. Meltwater makes no representation or warranty as to the accuracy, timeliness, quality, completeness, suitability or reliability of any information or data accessed on or through the Site. No information obtained from Meltwater or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement.

14. Operating Hours and System Maintenance

14.1 Meltwater shall use commercially reasonable efforts to ensure that the Customer receives uninterrupted and continuing service throughout the term of the Agreement.

14.2 Notwithstanding Section 12.1, Meltwater may need to carry out routine maintenance or urgent maintenance or the Meltwater Services may become unavailable for reasons not within Meltwater's control. In such case, Meltwater shall use commercially reasonable efforts to inform the Customer of any downtime and restore the Meltwater Services as soon as reasonably practicable. In the event Meltwater fails to use commercially reasonable efforts and the Meltwater Services remain unavailable to Customer for more than three (3) business days of Customer first notifying Meltwater of such unavailability, Meltwater will issue to Customer a credit in an amount equal to the pro-rated charges of one day's usage fees for every day that the Meltwater Services are unavailable for the Customer.

15. Additional Provisions

15.1 Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.

15.2 Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder.

15.3 A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision.

15.4 Invalidity of any specific provision of this Agreement shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision which comes as close as possible to the intent of the invalid provision.

15.5 Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that both parties may assign this Agreement in whole without the other party's prior consent to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates on condition that such successor in interest agrees in writing to comply with all terms and conditions of this Agreement.

15.6 Both parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties in regards to the subject matter herein. Any other terms and conditions, including, without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals, are void and shall be of no force and effect regardless of whether they are delivered to Meltwater prior to, concurrently, or after the execution of this Agreement. Performance by Meltwater with respect to the Meltwater Services shall not constitute acceptance of any additional or alternative terms and conditions nor shall a failure to act on said additional terms and conditions constitute acceptance of the provisions contained therein.

15.7 This Agreement may only be amended in writing signed by authorized representative of both parties.

15.8 Customer and Meltwater agree that notices may be sent by electronic mail, to the electronic mail address indicated on the Order Confirmation, or then-current electronic mail address provided by a party to the other party and designated as the proper electronic mail address, and agree that notices are deemed received forty-eight (48) hours after transmission. Each party agrees that any electronic communication will satisfy any legal communication requirements, including all such communication required by applicable laws to be in writing.

Data processing addendum

This data processing addendum ("**DPA**") is incorporated into the Agreement, and is entered into as of the date of entering into the Agreement. For the purposes of this DPA, the Customer is the Controller and Meltwater the Processor (or Service Provider, as applicable).

1. Interpretation

The terms and expressions set out in this DPA shall have the following meanings:

"Agreement" means the agreement between Meltwater and the Customer for subscriptions to the Platform;

"Applicable Privacy Law" means all privacy, data security, and data protection laws, directives, regulations, and rules in any jurisdiction; applicable to the Personal Data processed under this DPA including, without limitation to the extent applicable, the General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR"), the UK GDPR from December 31st 2020 and the United Kingdom Data Protection Act of 2018 (together "UK Privacy Law"), the Swiss Federal Act on Data Protection, the US States Data Laws (as defined herein)

"data controller", **"data processor"** and **"processing"** shall have the meanings given to them in Applicable Privacy Law;

"DPF" means the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and Swiss-U.S. Data Privacy Framework;

"Personal Data" means all data relating to individuals which is processed by the Processor on behalf of the Controller in accordance with this DPA;

"Platform" has the meaning given to it or Meltwater Services in the Agreement;

"SCCs" means the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021; and

"Sub-processor" means any third party that Processor engages to Process Personal Data on behalf of Processor to provide the Platform.

All other defined terms shall have the meaning given to them in the Agreement.

2. Categories of Personal Data covered by the DPA

- 2.1. Should the Controller use the Media Intelligence (Meltwater) platform: Contact details (including name, email address and possibly telephone number) and the IP-address used to login to the Platform, of the Controller's employees who are added as Authorized Users to the Platform.
- 2.2. Should the Controller use any of the following Meltwater services: newsletter, media relations services from the Processor, the categories of Personal Data processed also include the following: name, email address, possibly telephone number, title, employer and social handle, of the data subjects whose information the Controller uploads to the Platform.
- 2.3. Should the Controller use Meltwater Engage, the categories of Personal Data processed may also include the following (i) name, email address, possibly telephone number, and social handle, of the data subjects in the Controller's Salesforce instance which the Controller syncs with to the Platform and (ii) any Personal Data included in the direct messages managed through Meltwater Engage. The Controller shall not upload sensitive personal data, as defined by Applicable Privacy Law, requiring further protection measures compared to Personal Data.
- 2.4. Should the Controller use the Influencers Marketing platform: Controller's employees' contact details (including but not limited to name or email address) and signup/login information, any other Personal data (such as notes, contracts, etc.) related to influencers or the Controller's customers the Controller adds to and stores on the Platform, as well as conversion data and information obtained via pixels the Controller places on its website.
- 2.5. Should the Controller use Consumer Insights or Content Curation platform: Contact details (including name, email address and possibly telephone number), the IP-address used to login to the Platform, social network information, and a potential profile picture of the Controller's employees who are added as Authorized Users to the Platform.
- 2.6. Should the Controller use the Sales Intelligence platform: Email address, role and the name of the employer.

3. Processing and use of Personal Data

- 3.1. Processor is to process Personal Data received from the Controller (a) in compliance with instructions provided by the Controller as set out in this DPA (b) exclusively for the purpose of providing the Platform established in the Agreement or (c) as otherwise notified in writing in accordance with the notice provisions in the Agreement by the Controller to the Processor during the term of the Agreement.
- 3.2. The Processor shall at all times comply with Applicable Privacy Law and shall not perform its obligations under this DPA, or the Agreement, in such a way as to cause the Controller to breach any of its applicable obligations under Applicable Privacy Law.
- 3.3. The Processor agrees to comply with any reasonable measures required by the Controller to ensure that its obligations under this DPA are satisfactorily performed in accordance with Applicable Privacy Law from time to time in force.

4. Security of Personal Data

- 4.1. Processors agrees to implement and maintain an appropriate information security program with technical and organisational measures to protect the security of Personal Data to a level of security appropriate to the risk; in particular, against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Details of such measures are included in Annex II.
- 4.2. Processor, if so requested by the Controller, shall supply details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access.
- 4.3. All Personal Data provided to the Processor by the Controller or obtained by the Processor in the course of its work with the Controller is confidential and may not be copied, disclosed or processed in any way without the express authority of the Controller.

5. Sub-processors and employees

- 5.1. Where the Processor processes Personal Data (whether stored in the form of physical or electronic records) on behalf of the Controller it shall take

reasonable steps to ensure the reliability of all employees and Sub-processors.

5.2. Processor will take reasonable measures to inform and train its employees about relevant privacy legislation and data security and ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and ensure that all employees and Sub-processors are informed of the confidential nature of the Personal Data and are aware of Processor's duties under this DPA and their personal duties and obligations under Applicable Privacy Law;

5.3. Controller approves the use of the Sub-processors listed at <https://www.meltwater.com/en/privacy/subprocessors>. The Processor shall notify the Controller in writing of any new Sub-processors prior to the Sub-processor having access to Personal Data, subject to the Controller subscribing to such notifications at <https://www.meltwater.com/en/privacy/subprocessors>. Controller may with reasonable grounds object to an appointment of a new Sub-processor within 10 business days from receiving the above mentioned notification if it considers the appointment is not in compliance with Applicable Privacy Law.

5.4. Processor shall not disclose, transfer and/or grant access to Personal Data to a Sub-processor unless Processor: (i) executes a written agreement with such Sub-processor that contains substantially similar data protection obligations imposed on Processor by this DPA, including implementing appropriate technical and organizational measures; and (ii) remains liable for subcontractor's failure to fulfil its obligations with respect to the processing of Personal Data as if Processor had failed to fulfil such obligations.

6. Audit. Processor agrees that, on reasonable, a minimum 30 days, prior notice and maximum once per calendar year, permit persons authorised by the Controller to access Processor's premises on which Personal Data provided by the Controller to the Processor is processed and to inspect the Processor's systems comply with this Agreement. The annual restriction on the audit right does not apply if the Personal Data has been subject to a security incident described in section 7. Controller acknowledges that Processor's obligations under this section may be satisfied in whole or part by the provision to Controller of appropriate information; records; and certifications and audit reports issued by reputable independent third parties provided that there have been no material changes to the controls used by Processor since the certification or audit report was issued.

7. Access to Personal Data and Security Incident

- 7.1. Processor shall notify the Controller if it receives a request from a data subject to have access to that person's Personal Data or a complaint or request relating to the Controller's obligations under Applicable Privacy Law.
- 7.2. Processor shall provide the Controller with full co-operation and assistance in relation to any complaint or request made, including by providing the Controller with full details of the complaint or request and complying with a data access request within the relevant timescale set out in Applicable Privacy Law and in accordance with the Controller's instructions;
- 7.3. If the Processor becomes aware of any unauthorised or unlawful processing of any Personal Data or that any Personal Data is lost or destroyed or has become damaged, corrupted or unusable or becomes aware of any security breach, the Processor shall, at its own expense, without undue delay notify (and in any event within 48 hours) Controller ("Notice") and fully co-operate with the Controller and assist the Controller, in dealing with a security breach and in ensuring compliance with its obligations under Applicable Privacy Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators as soon as reasonably practicable.
- 7.4. The Notice shall include, to the extent available to the Processor at the time,
 - a) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned, b) a description of the likely consequences of the incident and c) a description of the measures taken or proposed to be taken by the Processor to address the incident.

8. International data transfer

- 8.1. To the extent any Personal Data is accessed by Processor, or transferred to Processor outside of the country of the Controller, the transfer(s) shall occur according to the requirements of the Applicable Privacy Law, including the DPF and other mechanisms provided by GDPR chapter V.
- 8.2. Meltwater News US Inc. ("Meltwater US") participates in and certifies compliance with the DPF. As required by the DPF, Meltwater will (i) provide at least the same level of privacy protection as is required by the DPF

principles; and (ii) take reasonable and appropriate steps to remediate the processing for example by relying on the SCCs, if it makes a determination it no longer participates in the DPF or meets its obligation to provide the same level of protection as is required by the DPF principles.

8.3. To the extent Personal Data includes personal data from the EU and EEA to a third country without adequate protection, by entering into the Agreement and this DPA, the Parties are deemed to have signed the SCCs, including their annexes, attached hereto.

8.3.1. To the extent the SCCs are entered into, the following options for Module 2 of the SCCs shall be used:

8.3.1.1. Clause 7. The optional docking does not apply.

8.3.1.2. Clause 9. Use of sub-processors Option 2: General written authorization is selected and the minimum time period for prior notice of sub-processor changes shall be minimum 30 days, subject to the Controller subscribing to such notifications at <https://www.meltwater.com/en/privacy/subprocessors>.

8.3.1.3. Clause 11. The optional language does not apply.

8.3.1.4. Clause 17. Option 2 is selected and the Parties agree that this shall be the law of the Agreement.

8.3.1.5. Clause 18 (b). The Parties agree that any dispute arising from these Clauses shall be resolved by the courts of the country as agreed in the Agreement.

8.3.1.6. Clause 13. All square brackets in are hereby removed;

8.3.1.7. Annex I to this DPA contains the information required in Annex I of the SCCs;

8.3.1.8. Annex II to this DPA contains the information required in Annex II of the SCCs; and

8.3.1.9. Annex III to this DPA contains the information required in Annex III of the SCCs.

8.4. To the extent Personal data includes personal data from Switzerland clause 8.3 and, for the purposes of localizing the SCCs to Swiss law the following applies:

8.4.1. The parties adopt the GDPR standard for all data transfers, or the standard under Swiss law where higher.

8.4.2. The parties agree that the references to provisions of the GDPR in the SCCs are to be understood as references to the corresponding provisions

of the Swiss Federal Data Protection Act in the version applicable at the moment of initiation of any dispute.

8.4.3. The term Member State where used in the SCCs also applies to Switzerland. In particular, this shall ensure that data subjects are not excluded from the possibility to sue for their rights in their place of habitual residence.

8.4.4. Clause 13 and Annex I(C): The competent authorities under Clause 13, and in Annex I(C), are the Federal Data Protection and Information Commissioner and, concurrently, the EEA member state authority identified above.

8.4.5. Clause 17: The Parties agree that the governing jurisdiction is the Member State in which the data exporter is established for claims under the GDPR and the substantive laws of Switzerland for claims under the Swiss Federal Data Protection Act.

8.4.6. Clause 18: Any dispute arising from these Clauses shall be resolved by the courts of Zurich, Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence. The Parties agree to submit themselves to the jurisdiction of such courts.

8.4.7. The parties agree to interpret the SCCs so that “data subjects” includes legal entities until the revised Swiss Federal Act on Data Protection enters into force.

8.5. To the extent Personal Data includes personal data from the UK and for the purposes of localizing the SCCs to United Kingdom law, the parties agree to the following:

8.5.1. The parties agree that the SCCs are deemed amended to the extent necessary that they operate for transfers from the United Kingdom to a third country and provide appropriate safeguards for transfers according to Article 46 of the UK GDPR. Such amendments include changing references to the GDPR to the UK GDPR and changing references to EU Member States to the United Kingdom.

8.5.2. The UK Addendum will apply to transfers of UK Personal Data protected by the UK GDPR and will be completed as follows:

(a) Table 1 will be completed with the relevant information in Annex I of this DPA;

(b) Table 2 will be completed with the selected modules and clauses the EU SCCs as identified in Section 8.3 of this DPA;

(c) Table 3 will be completed with the relevant information from Annexes I, II and III of this DPA;

(d) In Table 4, both the data exporter and data importer may end the UK Addendum in accordance with the terms of the UK Addendum.

8.6. US States Privacy Laws. If Controller or their data subjects are residents of California, Virginia, Colorado, Connecticut or Utah, please review our US States Privacy Laws Addendum for information regarding your privacy rights.

9. Return or disposal. The Processor shall destroy or transfer all Personal Data to the Controller on the Controller's request in the formats, at the times and in compliance with the requirements notified in writing by the Controller to the Processor. The Personal Data of the Controller shall be destroyed at the latest six (6) months after the expiry or termination of the Agreement. For the Sales Intelligence platform, the Authorized User has the option to remain a freemium user after the end of the Agreement.

10. General

10.1. Separate controllers and anonymised data. Meltwater may process personal data related to the customer as a data controller outside of the scope of this DPA, for example for customer management purposes, and use personal data in anonymised format for product development purposes.

10.2. Conflict. If there is a conflict between the provisions of the Agreement and this DPA, the provisions of this DPA shall prevail.

10.3. Governing law and dispute resolution. This DPA shall be governed by the laws governing the Agreement. All disputes arising out of or in connection with this DPA shall be finally settled by the dispute resolution body agreed in the Agreement.

10.4. Validity. This DPA shall be valid as long as the Agreement is in force.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name:	The Customer as defined in the Agreement
Address:	The address for the Customer as defined in the Agreement
Contact person's name, position and contact details:	The contact person for the Customer as defined in the Agreement
Activities relevant to the data transferred under these Clauses:	The use of Platform as defined in the Agreement
Role (controller/processor):	Controller

Data importer(s):

Name:	The Meltwater contracting entity as defined in the Agreement
Address:	The address for the Meltwater contracting entity as defined in the Agreement
Contact person's name, position and contact details:	The contact person for the Meltwater contracting entity as defined in the Agreement
Activities relevant to the data transferred under these Clauses:	The provision of Platform as defined in the Agreement
Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred	Controller's employees authorized to use the Platform and data subjects whose
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	Personal Data the Controller uploads to the Platform.
Categories of personal data transferred	As defined in section 2 of the DPA.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.	No sensitive data is transferred.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	Continuous basis.
Nature of the processing	Transfer, copying, use, deletion, correction, adjustment.
Purpose(s) of the data transfer and further processing	Personal data will be transferred from Controller to Data Processor for Data Processor to provide media monitoring SaaS-service.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	The duration of the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The Data Processor's main establishment is in the Netherlands. Dutch Supervisory Authority is the competent authority.

[ANNEX II](#) - TECHNICAL AND ORGANISATIONAL MEASURES

ANNEX III

LIST OF SUB-PROCESSORS

The Data Controller has authorised the use of the Sub-processors listed at: <https://www.meltwater.com/en/privacy/subprocessors>.

US States Data Laws Addendum

1. General. This addendum (“**US States Data Laws Addendum**”) is entered into as of the date below, and is incorporated into and forms a part of the DPA

This US States Data Laws Addendum sets forth the terms and conditions relating to compliance with:

- a) The California Consumer Privacy Act of 2018 and any regulations, amendments and/or updates thereto including but not limited to as amended by the California Privacy Rights Act (collectively, the “**CCPA**”);
- b) The Virginia Consumer Data Privacy Act and any regulations, amendments and/or updates thereto;
- c) The Colorado Data Privacy Act and any regulations, amendments and/or updates thereto;
- d) The Connecticut Act Concerning Personal Data Privacy and Online Monitoring and any regulations, amendments and/or updates thereto; and
- e) The Utah Consumer Privacy Act and any regulations, amendments and/or updates thereto;
- f) The Oregon Consumer Privacy Act and any regulations, amendments and/or updates thereto;
- g) The Texas Data Privacy and Security Act and any regulations, amendments and/or updates thereto;
- h) The Delaware Personal Data Privacy Act and any regulations, amendments and/or updates thereto;
- i) The Iowa Consumer Data Protection Act and any regulations, amendments and/or updates thereto;
- j) The Nebraska Data Privacy Act and any regulations, amendments and/or updates thereto (items b through j, together with any other U.S. state comprehensive privacy law that comes into effect subsequent to the date hereof, the “**US States Data Laws**”).

In the event of a conflict between this US States Data Laws Addendum and the DPA, this US States Data Laws Addendum will prevail.

2. CCPA. A. In addition to and without limiting any and/or all other provisions of this Addendum, for purposes of compliance with the CCPA, Service Provider agrees that:

- a) Personal Information is being disclosed by Customer to Service Provider only for the limited and specified purpose of the Agreement and Service Provider shall not retain, use or disclose Personal Information for any other purpose.

- b) Service Provider shall comply with the applicable obligations under the CCPA and provide the same level of privacy protection as required of businesses covered under the CCPA.
- c) Customer shall have the right (but not the obligation) to take reasonable and appropriate steps to monitor Service Provider's compliance with this Addendum and to ensure that Service Provider is using the Personal Information in a manner consistent with the CCPA.
- d) Service Provider shall immediately notify Customer in writing if it determines that it can no longer meet its obligations under the CCPA.
- e) Customer shall have the right upon notice to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.
- f) Service Provider shall not sell, share, retain, use, cache or disclose Personal Information outside of the direct relationship between Customer and Service Provider as set forth in this Addendum.
- g) Service Provider shall enable Customer to comply with consumer requests made pursuant to the CCPA as further defined in section 7.1 of the DPA.
- h) If Service Provider engages any sub-processors of Personal Information then Service Provider shall notify Customer of such engagement in writing and ensure (and confirm to Customer) that there is a written contract between Service Provider and the sub-processor that binds the sub-processor to all of the contractual requirements and obligations imposed on the Service Provider under the Agreement and/or this Addendum. Service Provider shall be responsible for any breach of this Addendum by its sub-processors as if such breach were a breach by Service Provider.
- i) Service Provider is not permitted to use any Personal Information for its own operational purposes or on its own behalf (for example to improve or benchmark Service Provider's services).
- j) Upon Customer's request, Service Provider shall delete or return all Personal Information to Customer as requested at the end of the performance of Processing Services, unless retention of the Personal Information is required by Laws and then only to the extent required.
- k) If Customer provides any de-identified information to Service Provider, then Service Provider shall take reasonable measures to ensure that such information cannot be associated with an individual and shall publicly commit to maintain and use such information in de-identified form only and not attempt to re-identify the information.
- l) Service Provider acknowledges and agrees that it fully understands and agrees with the obligations and restrictions set forth in this Addendum.

Customer shall be responsible for complying with its own obligations as a business to the extent applicable under the CCPA.

3. US State Data Laws

In addition to and without limiting any and/or all other provisions of this Addendum, for purposes of compliance with the US State Laws, Service Provider agrees that:

- a) Service Provider is a “Processor” as such term is defined under the US State Laws.
- b) Customer is a “Controller” as such term is defined under the US State Laws.
- c) Customer hereby instructs Service Provider to process Personal Information solely for purposes of defined in the Agreement. The type of data subject to processing is as defined in Section 2 of the DPA. The duration of the processing is as defined in Annex I of the DPA.
- d) Taking into account the context of the processing, Service Provider shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. Such measures are further defined in Annex II of the DPA.
- d) If Service Provider engages any sub-processors of Personal Information then Service Provider shall notify Customer of such engagement in writing, provided that Customer has registered to receive such notices by subscribing at www.meltwater.com/privacy and ensure that there is a written contract between Service Provider and the sub-processor that binds the sub-processor to substantially all of the contractual requirements and obligations imposed on the Service Provider under the Agreement and/or this Addendum. Service Provider shall be responsible for any breach of this Addendum by its sub-processors as if such breach were a breach by Service Provider
- e) All employees and personnel of Service Provider must be subject to a written duty of confidentiality with respect to the Personal Information and the processing thereof.
- f) Upon Customer’s reasonable request, Service Provider shall cooperate with Customer and provide information in a timely manner to Customer to (i) enable Customer to conduct and document data protection assessments and cooperate with reasonable audits by Customer or a qualified independent auditor; (ii) demonstrate Service Provider’s compliance with its obligations under the VA Act; (iii) take appropriate technical and organizational measures to fulfil consumer rights requests made to Customer; and (iv) help meet Customer’s obligations in relation to any data security and/or data breach notification.

- g) Upon Customer's request, Service Provider shall delete or return all Personal Information to Customer as requested at the end of the performance of the Processing Services, unless retention of the Personal Information is required by Laws and then only to the extent required.
- h) If Customer provides any de-identified information to Service Provider, then Service Provider shall take reasonable measures to ensure that such information cannot be associated with an individual and shall publicly commit to maintain and use such information in de-identified form only and not attempt to re-identify the information.

B. Customer shall be responsible for complying with its own obligations as a controller to the extent applicable under the US State Data Laws.












Meltwater SLA - Version 28 May 2024

Final Audit Report

2025-05-01

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