

Order Confirmation



Effective Date: _____

Meltwater Services

<input checked="" type="checkbox"/> Meltwater Regular (01 Jan, 2020 - 01 Dec, 2020)
<ul style="list-style-type: none">▪ Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in Czech Republic that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.▪ Searches: 15 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: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.▪ 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 all sources tracked by Meltwater worldwide.▪ 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 saved Searches and Search Results.▪ Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

<input checked="" type="checkbox"/> Full History (01 Jan, 2020 - 01 Dec, 2020)
<ul style="list-style-type: none">▪ No restrictions on historic online news search results. Historic search results are available in Searches and Dashboards.

<input checked="" type="checkbox"/> RSS IN (01 Jan, 2020 - 01 Dec, 2020)
<ul style="list-style-type: none">▪ 1 bundle(s) of 5 RSS feed inputs to the Meltwater platform.▪ Each RSS In can be added as a source and added to Dashboards.▪ Results from RSS feeds can be viewed in Inbox or in Dashboards.

<input checked="" type="checkbox"/> Global Content (01 Jan, 2020 - 01 Dec, 2020)
<ul style="list-style-type: none">▪ Search results from all online news sources tracked by Meltwater worldwide.

<input checked="" type="checkbox"/> 1 Insight Report (01 Jan, 2020 - 01 Dec, 2020)
<ul style="list-style-type: none">▪ One (01) Insight Report including any of the following data points as required by customer; Media Exposure, Reach by SimilarWeb, Top Publications, Top Influencers, Automated Sentiment Analysis and Net Tonality Score (NTS).▪ Benchmarking and comparative analysis of up to nine (9) competitors.▪ The report in PDF format is delivered as per customer request.

<input checked="" type="checkbox"/> Premium Social Package (01 Jan, 2020 - 01 Dec, 2020)
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- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.(selected languages only)
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at <https://twitter.com/en/tos>. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Total Price

4000.00 EUR
(amount excludes Sales Tax)

SPECIAL TERMS:

- The offer is valid until December 6th 2019

By signing below, Customer agrees to be bound by this Order Confirmation, the General Terms & Conditions, and Special Terms, if any, which together constitute the entire Agreement between the parties. The signing individual represents that he/she has the authority to enter into the Agreement on behalf of Customer

Customer

Moravian-Silesian Tourism s.r.o.
Vítkovická 3335
Ostrava-Vítkovice 702 00
Czech Republic
Contact: David Karčmar
P: +420 603 148 617
VAT ID Number: CZ02995832

Meltwater

Meltwater Deutschland GmbH
Rotherstrasse 22
10245 Berlin
Germany
Company Registration Number: HRB97702 B, Amtsgericht
Charlottenburg

Date December 3rd, 2019
Name David Karčmar
Email david.karcmar@mstourism.cz
Title Mgr.
Signature [Handwritten Signature]

Date _____
Name **Ferdinand Möhwald**

Moravian-Silesian Tourism, s.r.o.
Vítkovická 3335/15
702 00 Ostrava-Vítkovice
IČ: 029 95 832 DIČ: CZ02995832

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 Deutschland GmbH ("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 take precedence, 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 Meltwater's privacy policy, located at <http://www.meltwater.com/privacy>. Meltwater reserves the right to make changes to its policies and the Site at any time. Subject to the terms and conditions of the Agreement, Meltwater shall grant Customer a non-exclusive and non-transferable right to permit the Authorised 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 authorised 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 authorising 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 authorising 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 unauthorised use of the Customer's account.

5. Product-Specific Terms and Conditions

If Customer purchases the following Meltwater Services, the following applicable terms and conditions listed below shall apply, in addition to all other terms of this Agreement:

5.1 **Meltwater Rise:** Customer shall have sole responsibility for administering any contests, promotions, competitions and/or sweepstakes that may be operated using the Meltwater Services and for creating and enforcing all applicable rules, guidelines, terms of use and/or privacy policies for any such contests, promotions, competitions

and/or sweepstakes. Any boilerplate contest rules that may be provided by Meltwater are provided for illustrative purposes and on an "as is" basis only without any representation of warranty, express, implied, statutory or otherwise. Customer is solely responsible for ensuring that all contests, promotions, competitions and/or sweepstakes operated using the Meltwater Services and all rules, guidelines, terms of use and/or privacy policies governing any of the foregoing, comply with all applicable laws, rules, regulations and orders.

5.2 **Online Newswire:** Customer shall only release newswires, articles or other content that is directly associated with Customer, and Customer acknowledges that neither Meltwater nor any third party newswire provider has any obligation to publish Customer content onto any third party newswire or website. Meltwater and any third party newswire provider, at their sole discretion, shall expressly reserve the right to refuse any news releases and/or other content such as graphics, photos and captions that are not consistent with the purpose of a professional news release distribution network.

5.3 **Meltwater Engage:** Customer represents that it has read, understands, and agrees to be bound by the terms and conditions located at <http://engage.meltwater.com/meltwater-terms-of-service>. Customer agrees that Sprout Social is an intended third party Beneficiary of this Agreement. Reference to Meltwater in Sections 6, 10 and 11, shall apply equally to Sprout Social as if Sprout Social were named in place of Meltwater to the extent applicable. For the avoidance of doubt, the T&C (except for Sections 7 and 8) shall apply for any trial use of the Engage Service.

6. 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.

7. Invoicing and Payment

7.1 Prior to the start of each contract term, Customer will be invoiced for the full amount due. Customer shall pay all invoices within fourteen (14) days after the invoice date. Except as provided in Section 7.4 below, all payment obligations are non-cancellable and all fees paid by Customer are non-refundable.

7.2 Unless otherwise stated, Meltwater's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of Meltwater Services. If Meltwater has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Meltwater with a valid tax exemption certificate from the appropriate taxing authority.

7.3 If Customer is in breach of this Section, Meltwater shall be entitled to charge default interest on the outstanding fees in the maximum amount allowable by law and/or suspend or terminate access to the Meltwater Services at its sole option, with or without notice to Customer. Additional claims for payment default remain reserved.

7.4 In the event Meltwater materially breaches this Agreement, and such breach remains uncured for a period of thirty (30) days after notice from Customer, Customer shall be entitled to a pro-rata refund for the portion of the then-current term that has been pre-paid and is subject to the material breach and remains uncured.

8. Duration and Cancellation

8.1 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.

8.2 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.

8.3 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. Customer's right to terminate the Agreement for cause without notice remains unaffected.

8.4 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, Liability and Warranty, and Additional Provisions.

9. 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, trade marks, 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.

10. 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 trade mark, logo, or other Meltwater generated content of the Site, or use meta tags or any other "hidden text" or data elements utilising Meltwater's name or trademarks without express written consent by Meltwater. Meltwater shall in no way be responsible or liable for unauthorised use or disclosure of personal information by the Customer.

11. Liability and Warranty

11.1 Except as provided in section 11.4 below, 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.

11.2 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.

11.3 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.

11.4 Any liability on the part of Meltwater for damages caused intentionally or by the gross negligence of Meltwater, its legal representatives or senior executives as well as for damages arising from loss of life, bodily injury or illness, or from the assumption of a guarantee or a procurement risk, or under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

12. Operating Hours and System Maintenance

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

12.2 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.

13. Additional Provisions

13.1 The Agreement will be governed by and interpreted in accordance with the laws of the jurisdiction where Meltwater is located. To the extent allowed by law, Customer irrevocably agrees all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be the city where Meltwater is located. The language of the arbitral proceedings shall be English (or as determined between the parties). Judgement upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorised to include in the award an allocation to any party of such costs and expenses, including reasonable attorneys' fees, as the arbitrator shall deem reasonable.

13.2 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.

13.3 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.

13.4 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.

13.5 Both parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties with regard 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.

13.6 This Agreement may only be amended in writing signed by an authorised representative of both parties.

13.7 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.

Global Version: Revised 8.2015

