

**ADOPTION AND AMENDMENT OF
CRITICAL MENTION MASTER SERVICES AGREEMENT**

This contract is for the adoption and amendment of the Critical Mention Master Services Agreement by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, and Critical Mention, Inc., a foreign limited liability company, authorized to do business in Florida (CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY wants to purchase services from Critical Mention according to the Statement of Work and Critical Mention Master Services Agreement; and

WHEREAS, the parties want to adopt and amend the Critical Mention Master Services Agreement to comply with the laws of the State of Florida; and

WHEREAS, this adoption and amendment is in the best interest of the parties and the residents of Lake County.

THEREFORE, the parties agree as follows:

1. The above recitals are incorporated in this contract.

2. **Amendments.** The following amendments are made to the Statement of Work and Master Services Agreement collectively attached hereto and incorporated herein by reference as **Exhibit A.**

a. **Venue.** This contract shall be governed by the laws of the State of Florida. All legal action arising out of this contract will have its venue in Lake County and this contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

b. **Payment.** The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

c. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a "Contractor" as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

i. Keep and maintain public records required by the COUNTY to perform the services identified in this contract.

ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

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iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

v. Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

3. **Effect of Amendment.** All other provisions of Exhibit A will remain in full force and effect unless otherwise formally amended by the parties. To the extent this adoption and amendment conflicts with Exhibit A, this contract will govern.

4. **Scope of Contract for Adoption & Amendment.** This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract includes the following exhibit which is incorporated herein:

Exhibit A Critical Mention Statement of Work and Master Services Agreement

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, the parties have signed this contract through their representatives on the date under each signature.

CRITICAL MENTION, INC.

By: DocuSigned by:
Michael Bermann
DC9743DE1E6543B...

Printed Name: Michael Bermann

Title: COO & General Counsel

This 25th day of September, 2020.

LAKE COUNTY, FLORIDA

Sandra Rogers
Sandra Rogers, Office of Procurement Services
for
Ronald A. Falanga, Director

This 28th day of September, 2020.

Approved as to form and legality:

Melanie Marsh
Melanie Marsh
County Attorney

EXHIBIT A

Statement of Work



Customer: Lake County | **Account Representative:** Sebastian Tinker

Term: 10/1/2020 through: 9/30/2021

The Fees and Services provided to Customer under this Statement of Work ("SOW") are described below.

Standard Features

User License - Primary	Includes Three (3) unlimited Login, Search & View
Email Shares	Includes unlimited Email Shares
Reporting (w/Vidfinity)	Includes Report Builder editing module
Analytics	Exportable Analytics charts by media type (including: Mentions and Audience over time, Mention Meter, Market Coverage Map and Word Cloud)
Saved Searches (w/Notifications) - 20	Saved Searches across all Users, with unlimited Real-time or Digest Alert notifications
Media Database	Database of journalists, reporters, bloggers, influencers, media contacts and media outlets.

Content Sets

U.S. TV	U.S. National TV Networks & Affiliates, Cable and Independent Stations
U.S. Radio	U.S. Radio - News and Talk Radio from top markets
Online News	Global Online News Sites, Blogs, and Consumer Review sites/forums
Licensed Print News	Licensed Online News Print Content from premium sources.
Social	Facebook, Twitter & YouTube.

Fee Schedule

SUB TOTAL:	\$17,800.00	
INCENTIVES:	-\$12,800.00	Discount applies only if this SOW is executed by 9/30/2020
TOTAL AMOUNT:	\$5,000.00	Price for the Term: 10/1/2020 through 9/30/2021

EXHIBIT A

Master Service Agreement

This Statement of Work is governed by the Critical Mention Master Service Agreement found at <https://www.criticalmention.com/master-service-agreement/>

Billing & Payment

Customer will be billed annually in advance for the Total Amount shown above for the Initial Term and will be billed for subsequent Renewal Terms based on the Fee Schedule above, as adjusted for price increases. All payments are due in U.S. dollars within thirty (30) days of the date of each invoice. Late payments are subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. CMI will notify Customer of any change to the Fee Schedule at least thirty (30) days prior to the effective date of such change, provided that such increase does not apply to the Initial Term.

Notes

By signing this SOW, you warrant that you have the authority to enter into this SOW.

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work as of ("Effective Date"): 9/25/2020 | 11:20:47 AM EC

CMI: Critical Mention, Inc.

Customer: Lake County

Signature:
 DocuSigned by:
 Michael Bermann
 DC9743DE1E6543B...

Signature: *Sandra Rogers*

Name: Michael R. Bermann
 Title: COO & General Counsel

Name: ~~Levar Cooper~~ *Sandra Rogers*
 Title: Communications Director *Sr. Contracting Officer*

Address: 521 Fifth Avenue, 16th Floor

Address: Lake County BCC
 315 West Main St. P.O. Box 7800

City, State, ZIP: New York, NY 10175

City, State, ZIP: Tavares Florida, 32778

Telephone: 212.398.1141

Telephone: ~~352-343-9607~~ *352-343-9832*

Fax: 212.898.0121

Fax:
 Email: ~~lcooper@lakecountyfl.gov~~ *srogers@lakecountyfl.gov*

Email: legal@criticalmention.com

EXHIBIT A**Customer Information**

Primary Contact		Billing Contact	
Name:	Levar Cooper	Name:	Levar Cooper
Title:	Communications Director	Title:	Communications Director
Address:	Lake County BCC 315 West Main St. P.O. Box 7800	Address:	Lake County BCC 315 West Main St. P.O. Box 7800
City, State, ZIP:	Tavares, Florida, 32778	City, State, ZIP:	Tavares, Florida, 32778
Telephone:	352-343-9607	Telephone:	352-343-9607
Email:	lcooper@lakecountyfl.gov	Email:	lcooper@lakecountyfl.gov

Subscription User Information

Full Name	Title	Phone	Email Address
Levar Cooper	Communications Director	352-343-9607	lcooper@lakecountyfl.gov

EXHIBIT A

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Critical Mention Master Service Agreement

THIS MASTER SERVICE AGREEMENT, including the Statement of Work (as defined herein) and other exhibits and agreements referred to herein and incorporated herein by reference, (the "Agreement") is made as of the Effective Date (as defined herein) between Critical Mention, Inc. ("CMI") and the Customer (the "Customer") identified on the Statement of Work (as defined herein) (each a "Party" and together the "Parties").

1.) TERMS OF USE. This Section 1 sets forth the terms and conditions governing CMI **Chat Now!** Customer's use of certain CMI products and services (collectively and individually the "Service") ordered by Customer pursuant to a certain Statement of Work (the "Statement of Work" or "SOW") executed by the Parties. CMI grants Customer a limited, non-exclusive license to use the Service during the Term (as defined herein) and to view data, including digitized broadcast television, text and/or other clips provided via the Service (collectively, the "Data"), in each case according to the Terms of Use specified herein. CMI shall monitor various sources for mentions of words or phrases specified by Customer (each word or phrase, a "Saved Search"). CMI reserves the right, in its sole and absolute discretion, to refuse to undertake any query that CMI reasonably deems improper or unlawful. Customers can access the Data containing the Saved Searches through the Service. Using the Service's functionality, Customers shall use the Data for private, research, educational and non-commercial use only. Notwithstanding the foregoing, Customer may circulate the Data within the Customer's organization and may allow its agents, contractors, and customers (in the case of agencies who use the Service on behalf of one or more customers) ("Permitted Customer Recipients") and affiliated entities via hard copy, digital copy or link distribution through e-mail, as permitted in the Service, but Customer shall not publicly broadcast, transfer, display, or otherwise publicly exhibit any part of the Data by any means including posting clips to a public web site on the Internet. Customer shall not create derivative works from, resell, reverse engineer or otherwise redistribute the Data, the Service or CMI's technology. Unless otherwise specified herein or permitted in the Service (ie. downloaded), Customer may access

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research, educational, or non-commercial use or reference by Customer or Permitted Customer Recipients. Customer warrants that the Data provided to Customer through the use of the Service will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to an extranet or internet site. Notwithstanding anything to the contrary in this Section 1, Customer may, via CMI functionality, post, in electronic format, individual broadcast television clips, articles, reports or the like, received via the Service to an intranet site for access and use solely by Permitted Customer Recipients. Customer agrees to use reasonable efforts to prevent unauthorized copying or distribution of the Service, Data or CMI's technology. CMI retains all rights, title and interest in CMI's technology and any intellectual property rights of whatever nature throughout the world covering or embodied by the Service, Data or CMI technology.

2.) PAYMENT TERMS; TAXES. CMI shall invoice Customer, and Customer shall pay CMI, in accordance with the fee schedule (the "Fee Schedule") on the SOW. By accepting this Agreement, Customer acknowledges that it has read and agrees to be bound by the Fee Schedule. [Chat Now!](#) additional fees for downloads of licensed content. All payments are non-refundable. Should Service be deactivated due to non-payment, CMI may charge a reactivation fee. All applicable sales and other taxes will be included on CMI's invoices. If tax exempt, Customer shall provide a valid tax exemption form upon execution of the SOW.

3.) EFFECTIVENESS, ACCEPTANCE, TERM AND TERMINATION. This Agreement shall be effective, and deemed accepted and agreed by Customer and CMI, as of the date both Customer and CMI execute the SOW (the "Effective Date"). The Initial Term of this Agreement shall commence on the Effective Date on the SOW and extend through the Initial Term End Date set forth on the SOW (the "Initial Term") or through the Renewal Term End Date on a Renewal SOW ("Renewal Term"). The Initial Term together with any subsequent Renewal Terms shall be referred to herein as the "Term."

4.) DISCLAIMERS. Customer acknowledges and agrees that in providing the Data and Service, CMI will supply information, including news mentions, prepared by others ("Third Party Content"). The Data and Service provided by CMI in connection with this Agreement are for informational purposes only. CMI does not represent, warrant or guarantee, and shall not be responsible for, the accuracy, completeness, timeliness, sequence, adequacy, reliability or editorial approach of any Third Party Content and shall have no liability for any action taken or loss incurred as a result of the inability to access or the use of the Third Party Content Data or the Service. Customer acknowledges and agrees

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television clips or any text or graphics provided, including news mentions or links to such mentions under copyrights owned by third parties. Customer's use of any broadcast television clips, text or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. Further, Customer's use of information obtained through the Service may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with any such restrictions. CMI DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE THIRD PARTY CONTENT, SERVICE AND DATA. CMI does not represent or warrant that any specific source will be monitored by CMI. CMI reserves the right to change the sources that it monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Service. Customer agrees that it shall comply with any such restrictions.

5.) LIMITATION OF LIABILITY. Neither Party to this Agreement nor its respective parents, subsidiaries or affiliates shall be liable to the other Party, or its parents, subsidiaries, or affiliates, **Chat Now!** incidental, punitive, exemplary, special or consequential damages arising out of or in connection with this Agreement, or any Services, content (including Third Party Content), Data, information and other materials offered by CMI, including without limitation, lost revenues, lost profits, loss of business, loss of goodwill or loss of Data, even if the other Party has been advised of the possibility of such damages, and regardless of the nature of the cause of action. In no event shall a Party's aggregate liability to the other Party for damages arising out of or in connection with this Agreement exceed the total fees paid by Customer to CMI during the twelve (12) month period prior to the date any such damages are incurred.

6.) CONFIDENTIALITY. All non-public information, or other information that a Party should reasonably believe to be confidential information disclosed by a Party hereto to the other Party shall be deemed "Confidential Information" of the disclosing Party and will be held in strict confidence by the receiving Party. CMI shall not use such Customer Confidential Information other than for the provision of Services to Customer. Confidential information shall not include information that is (i) in or becomes part of the public domain, (ii) demonstrably known to the receiving Party previously, (iii) independently developed by the receiving Party outside of this Agreement or (iv) rightfully obtained by the receiving Party from third parties, or (v) is required by law or governmental regulation to be disclosed.

7.) NOTICE Any notices required to be provided to CMI hereunder shall be sent to CMI at the

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Statement of Work unless Customer notifies CMI of any change(s) to such information in a writing sent to CMI via fax or email in accordance with the foregoing. Notices sent to CMI shall be effective only upon Customer's receipt of an automated delivery confirmation. Customer is solely responsible for ensuring that Customer's email address and contact information as maintained by CMI is current.

8.) MISCELLANEOUS. In the event of an interruption to Customer's access to the Service, CMI shall correct such interruption within one (1) business day of receiving notification from Customer of any such interruption, unless such interruption is caused by a force majeure as set forth herein. Neither Party shall be liable for any delay or failure to perform under this Agreement if caused by conditions beyond its control, including, but not limited to flood, lightning, subsidence, terrorist act, fire, war, acts of government, or an outbreak of disease, epidemic or pandemic ("force majeure") but no such event shall relieve Customer of Customer's obligations to make payment to CMI. The affected Party shall promptly notify the other Party of the nature and anticipated length of continuance of such force majeure. If such failure continues for more than one (1) month, either Party may terminate this Agreement. Neither Party may assign this Agreement without the consent of the other Party, except in the event of a merger, acquisition, restructuring or sale of all or substantially all of a Party's assets or, in the case of an assignment by CMI only, a reorganization of CMI resulting in an assignment of this Agreement to an affiliate of CMI. The Parties hereto are independent contractors, and nothing in this Agreement shall be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties. This Agreement, the SOW, and other exhibits and agreements referred to herein and incorporated herein by reference constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements, representations or understandings relating thereto and may be executed in two or more counterparts, and each counterpart may be exchanged by facsimile, email or via an electronic signature through a third party and shall be deemed an original thereof. Each Party may use the other Party's name on an appropriate section of its web site and in press releases, provided that any further use of either Party's name or marks by the other Party must be mutually approved. The laws of the State of New York govern this Agreement, and Customer irrevocably submits to the exclusive jurisdiction of the State and Federal courts located in the State, City and County of New York. In the event of a dispute under this Agreement, the prevailing party shall be awarded reasonable attorney's fees and related costs and expenses, including costs of expert witnesses, non-expert witnesses, filing fees, reproduction, transportation, room, board and other costs and expenses of whatever nature incurred as a result of or otherwise in connection with such dispute and the resolution thereof.