



Media Intelligence. Communication Insights.

Wednesday, March 9, 2011

Eric Keaton
PASCO, COUNTY OF (INC)
7530 Little Rd Ste 340
New Port Richey, FL 34654-5598

Dear Eric,

Thank you for using Cision. We value your business and hope to serve you for many years to come. Your Cision subscription is up for renewal on 02/25/2011. To continue your service, please mail the signed document to: Cision US, Inc. Accounts Receivable, 332 South Michigan Ave, Ste 900 Chicago, IL 60604.

To ensure timely processing of your renewal please note the following requirements:

- We will process the order when we receive the signed document with your Board Approval.
- All pages must be authorized and mailed to:
Cision US, Inc.
Accounts Receivable
332 South Michigan Ave. Ste 900
Chicago, IL 60604

If you have any questions please call me at 212-812-3433 or send an email to John.Manion@cision.com. Again, thank you for your business and we look forward to continuing to work with you.

Sincerely,

John Manion
Account Manager
Cision US, Inc.
322 South Michigan Ave., Ste 900
Chicago, IL, 60604
Phone: (800) 621-0561
Direct: 212-812-3433
Fax: 212 812-3484
john.manion@cision.com

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Cision US, Inc. 332 S. Michigan, Suite 900, Chicago, IL 60604-4301
Phone 800.621.0561 Tax ID#:36-4011543 us.cision.com

Services and Prices: Order Form

The table below lists your renewable Cision services as well as any other services you have requested to add to your current agreement.

RESEARCH / DISTRIBUTION / PACKAGE SERVICES	
CisionPoint North American Premium Media Database - Small Business Edition (includes 1 named user and 5,000 distribution points)	24 Month(s)

PRICING *	
ANNUAL / ONE-TIME FEES	
Total Annual / One-time Fees	\$3,600
Discount	(\$400)
Total Discounted Annual / One-time Fees (Year 1- March 2011-March 2012)	\$3,200
Total Discounted Annual / One-time Fees (Year 2- March 2012-March 2013)	\$3,200

* Please note that sales tax may be charged in applicable states. If your organization is tax exempt, we require a tax exempt letter from your state to be submitted with the contract.

Minimum System Requirements:

CisionPoint

- Windows XP with Service Pack 2
- Internet Explorer 7.0
- Firefox 2.0.0.13
- Mac OS 9 or 10 with Firefox browser
- Windows Media Player 9.0 or higher
(or Windows Media Component for Quicktime or Flip for Mac)

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Billing Information

BILLING INFORMATION ON FILE		INDICATE CHANGES TO BILLING INFORMATION	
Company:	PASCO, COUNTY OF (INC)	Company:	
Billing Address:	7530 Little Road, Suite 340	Billing Address:	
City, State, Zip:	New Prot Richey, FL 34654-5598	City, State, Zip:	
Name:	Eric Keaton	Name:	
Title:		Title:	
Phone:	(727) 847-8129 ext. 8246	Phone:	
Fax:		Fax:	
E-mail:	ekeaton@pascocountyfl.net	E-mail:	

Pay via invoice:

Invoice Net 30 – _____

Pay via credit card:

CREDIT CARD INFORMATION		
<input type="radio"/> VISA	<input type="radio"/> MasterCard	<input type="radio"/> American Express
Card Number:	CW Code:	Expiration Date (MM/YYYY):
Name as it appears on the credit card:		
Amount (plus applicable sales tax):		
Company:	Name:	
Title:	Signature:	

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Terms and Conditions

These Terms and Conditions govern the contract between Cision US, Inc. ("Cision"), located at 332 S Michigan Avenue, Chicago, IL 60604, and Client, as identified in the attached Order Form (collectively "the Parties" or individually a "Party"), have agreed to as of the Effective Date set forth in the Order Form. Collectively the Order Form, these Terms and Conditions, and all appendices and addenda attached to the same will be referred to as the "Agreement."

General Terms and Conditions

1. **Services.** Cision agrees to provide Client with the Services as detailed in the Order Form. At any point, Client may purchase additional services from Cision such as media database research ("Research Services"), keyword monitoring ("Media Monitoring Services"), broadcast monitoring ("Broadcast Monitoring Services") or reputation evaluation ("Evaluation Services"). New Services will be subject to the terms of this Agreement to the extent that they are applicable, as well as to a new Order Form and terms and conditions as agreed by the Parties.

A. **License.** As part of the Services, Cision may provide Client with access to proprietary or licensed information ("Content") and non-downloadable portals and tools ("Software"). As between the Parties, Cision reserves to itself all rights in Software and Content not expressly granted by this Agreement. During the Term of this Agreement, Cision grants Client a nonexclusive, nontransferable license to allow its concurrent or named users, whom it has identified to Cision in writing ("Users"), to personally access and use the Content and Software. Unless otherwise specified in an Appendix to this Agreement, Client may use Content and Software as provided for its internal business purposes only. Client will identify its Users to Cision in writing. Use of external automated tools, including but not limited to search, indexing, crawling, or scraping programs, in conjunction with the Software is prohibited. Cision may terminate Client's license if Client violates any provisions of this Agreement or any applicable law. Cision reserves the right to alter, delete, or replace Content or alter the functionality of Software in order to comply with its legal and contractual obligations.

i. **Indemnification.** Cision will defend Client against and indemnify it for any liability, including damages, litigation costs, and reasonable attorney's fees, arising from a claim that the Software infringes the intellectual property rights of any third party so long as Client's conduct does not form the basis of the claim. In the event of an infringement claim, Cision may: (a) procure for Client the right to continue using the Software at no additional cost; (b) replace or modify the Software so that it no longer infringes on any third party intellectual property rights; or (c) terminate the Agreement and the licenses granted under it and refund a pro-rata portion of Client's fees. To the extent allowed by law, Client will defend Cision and indemnify it for any liability, including damages, litigation costs, and reasonable attorney's fees, to which Cision is exposed as a result of Client's use of Software or Content in violation of this Agreement or any applicable law. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of Client under Section 768.28, Fla. Stat.

B. **Customer Support and Service Level.** Cision will provide customer support to those Users whom Client has identified to Cision by e-mail address and name. Customer support consists of telephone and email support and is available from Monday to Friday, 7:00 AM through 7:00 PM (CST), except for regular business holidays. Client will have unlimited access to Cision's online product support center at <http://us.cision.com>. Services that are hosted on Cision's computers will be accessible 99.5 percent of the time, as measured on a monthly basis, exclusive of scheduled maintenance periods. Scheduled maintenance periods are between 1:00 AM and 7:00 AM (CST), Monday through Sunday. Hosted Services may be available during scheduled maintenance periods, but performance may be slower than normal or the hosted Services may become unavailable. Cision will use commercially reasonable efforts to notify Client of unscheduled unavailability of the hosted Services.

C. **Security.** User access to Software is password-controlled. Client is responsible for maintaining the security of User passwords and for all User activity. If Client becomes aware of the unauthorized use of a password or other security breach, Client will notify Cision promptly.

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2. Fees and Payments. The Order Form specifies the fees, methods of billing, and payment terms for the Services. Fees are non-refundable except as expressly provided in this Agreement. Client shall pay all undisputed invoices in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. Client warrants that it does not have an internal purchase order/purchase request policy, and invoices will be paid in accordance with the terms and conditions of this Agreement.

A. Taxes. Client is responsible for payment of legally-imposed sales or value-added taxes.

B. Suspension of Service for Nonpayment. Cision reserves the right to suspend or cancel Services or the entirety of this Agreement if Client defaults on any undisputed invoice.

3. Term and Termination. This Agreement will be in effect starting on the Effective Date stated in the Order Form for the term stated unless otherwise terminated pursuant to a provision of this Agreement ("the Initial Term"). After the Initial Term, this Agreement will automatically renew for periods equal in duration to the Initial Term (each a "Renewal Term") unless Client informs Cision of its intent not to automatically renew at least 30 days prior to the expiration of the Initial Term or any Renewal Term. Collectively, the "Term" of this Agreement means the Initial Term and all Renewal Terms.

4. Confidential Information. The Parties may, from time to time, provide each other with information regarding their respective businesses, including but not limited to information exchanged pursuant to Cision's performance of the Services. All such information is confidential and proprietary to the disclosing Party to the extent that such information is exempt from disclosure pursuant to Chapter 119, Fla. Stat. The receiving Party may use the disclosing Party's proprietary information solely to exercise its rights and perform its obligations under this Agreement. Both Parties agree not to disclose any confidential information without the other Party's prior written consent, except as otherwise required in this Agreement. The Parties may disclose proprietary information: (1) where required to do so by law or a lawful governmental order; (2) to such agents with a need to know the information to carry out the Parties' obligations under this Agreement; and (3) where the information has become publicly available through no fault of either Party.

5. Representations and Warranties. CISION REPRESENTS AND WARRANTS THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IT IS AUTHORIZED TO PERFORM THE SERVICES AND THAT IT WILL DO SO IN A COMMERCIALY REASONABLE MANNER THAT IS CONSISTENT WITH INDUSTRY STANDARDS AND THE SERVICE LEVELS STATED IN THIS AGREEMENT. EXCEPT AS PROVIDED IN THIS SECTION, CISION EXPRESSLY DISCLAIMS ALL OTHER ORAL AND WRITTEN WARRANTIES, INCLUDING AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER STATED EXPRESSLY OR IMPLIED. AS TO CONTENT, CISION ALSO DISCLAIMS ALL WARRANTIES, OR GUARANTEES REGARDING ITS COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NONINFRINGEMENT. CONTENT IS PROVIDED "AS IS." CISION WILL NOT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INCOMPLETENESS, INACCURACY, OR DELAYS IN REPORTING.

6. Limitations on Liability. CLIENT IS SOLELY RESPONSIBLE FOR ITS OWN COMPUTER NETWORKS, SYSTEMS, HARDWARE, AND SOFTWARE, INCLUDING THE STORAGE, SECURITY, AND PRESERVATION OF ANY OF ITS OWN DATA. EXCEPT AS OTHERWISE PROVIDED IN AN APPENDIX TO THESE TERMS AND CONDITIONS, NEITHER PARTY WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, ECONOMIC LOSS, OR THE INTERRUPTION OR LOSS OF THE USE OF SOFTWARE. THIS SECTION APPLIES TO BOTH PARTIES' LIABILITY FOR ALL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY.

7. Force Majeure. Except for Client's obligation to pay for Services already performed, neither Party will be responsible for failure to perform contractual duties caused events beyond their reasonable control, including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) a serious accident, strike, labor trouble, or work interruption; or (8) compliance with applicable law.

8. Relationship of the Parties. The Parties are independent contractors. There is no agency, partnership, or association, or joint venture between the Parties. Neither Party will make any commitments or take on any obligations for the other. Any attempts to do so will be void.

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9. Assignment. The Parties may not assign this Agreement to a third party without prior written consent. The foregoing will not prohibit Cision from utilizing partners in performing the Services. Notwithstanding the foregoing, the Parties may assign this Agreement without consent in connection with a change in control including but not limited to a merger or sale of assets. Client will give Cision written notice within 60 days after any merger, acquisition, divestiture, or similar transaction that results in a change of Client's ownership or in Client's acquisition of another entity having a contract with Cision.

10. Notices. Both Parties agree to make all notices under this Agreement in writing. Notices will be considered to have been given when: (a) personally delivered; (b) delivered by fax or e-mail upon receipt of confirmation; or (c) three days after being sent by prepaid courier (i.e. UPS), certified, or registered U.S. Mail to the other Party's address as stated in this Agreement.

11. Authority. The persons signing this Agreement on the Parties' behalf represent that they have the authority to execute this Agreement for their respective Parties and that each Party has the unrestricted right to enter into this Agreement. The Parties represent that they have the unrestricted right to enter into this Agreement and that the persons signing on their behalf are authorized to bind their respective Parties to this Agreement.

12. Breach, Remedies, and Survival. Any breach of Section 4 of this Agreement will cause irreparable harm, for which money damages alone will not be an adequate remedy. Therefore, the Parties reserve the right to seek injunctive relief in addition to any other remedies available in the event of litigation either in equity or at law. In any lawsuit or other proceeding to enforce rights provided under this Agreement or arising out of a breach of this Agreement, the prevailing Party will be entitled to collect reasonable attorney's fees and costs of the proceeding in addition to any other remedies that Party may recover. Sections 1, 4, and 12 of these Terms and Conditions will survive the termination of this Agreement.

13. Entire Agreement. These Terms and Conditions and Client's Order Form represent the entire Agreement between the Parties. If there is a conflict between these Terms and Conditions and anything in the Order Form, these Terms and Conditions will control. If there is a conflict between these Term and Conditions and an Appendix, the Appendix will control. The failure of either Party to enforce its rights under this Agreement will not waive the right to enforce them. Additions, changes, modifications, and waivers to this Agreement must be made in writing and signed by both Parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain enforceable and in full force.

14. Governing Law. The law of the State of Illinois applies to matters related to this contract including, but not limited to questions of validity, interpretation, effect, performance, and remedies except where Florida law is specifically referred to herein.

15. Electronic Signatures. Cision reserves the right to allow its authorized representatives to sign this Agreement electronically. Such an electronic signature will be valid as a signature of Cision's authorized representative. A valid electronic signature will be in the following format: "/s/ NAME /s/" (e.g. /s/ John Doe /s/).

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Media Database Research Services Appendix

1. **Services and Rates.** Cision owns a proprietary database ("the Data"), which consists of Content subject to section 1 of the General Terms and Conditions. Client's Users can log into Cision's website (<http://us.cision.com>) and use the Software to access, manage, and analyze the Data. The Order Form lists the research services that Cision provides to Client. Cision charges a fixed fee as stated in the Order Form and a variable charge for distribution of emails or faxes ("Distribution Points") via the Software. Emails use one Distribution Point each. Faxes use two Distribution Points per page. The Order Form states the number of Distribution Points Client has purchased, if any. The Software will only send email and fax distributions if Client has enough Distribution Points available.

2. **Permitted Use.** In addition to the license granted in Section 1 of the General Terms and Conditions, Client may use the Software and Data to create customized lists of media outlet information to use with the Media Database Research Services. Client may download these lists to its own systems and continue to use downloaded lists internally after the expiration of this Agreement. Client will not: (1) remove any proprietary notices, graphics, or text contained in or on the Software or Data or on any downloaded lists; (2) make the Data or any downloaded lists available to third parties; (3) incorporate any information provided under this Agreement into a new product or work except as permitted herein; or (4) use the Software or Data in a manner that would violate any applicable law. Cision reserves all rights not expressly granted to Client by this Agreement. Client may not incorporate the Data into any product or service, free or for resale, without Cision's written permission. This includes but is not limited to using the Data in any resale process, including a press release distribution service.

3. **Indemnification by Client.** Client will indemnify and defend Cision from any liability it incurs, including damages, litigation costs, and reasonable attorney's fees, arising from a claim that modification of the Data by Client or its Users, employees, agents, or contractors infringes the intellectual property or other rights of a third party.

4. **Survival.** The provisions of sections 1, 2, 3, and 5 of this Appendix will survive the termination of this Agreement.

5. **Limitation of Liability.** The limitation of liability stated in paragraph 6 of the General Terms and Conditions above will not apply in the case of Client's intentional violation of paragraphs 2, 3, or 4 of this Appendix.

A. **Spam.** CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THE SOFTWARE AND DATA AND COMPLIANCE WITH LAWS GOVERNING UNSOLICITED COMMERCIAL EMAIL ("SPAM"). CISION WILL NOT BE LIABLE TO CLIENT FOR ANY LOSSES ARISING OUT OF CLIENT'S USE OF THE SOFTWARE OR DATA THAT VIOLATES OR IS ALLEGED TO VIOLATE ANY APPLICABLE LAW REGULATING "SPAM" EMAIL OR THAT VIOLATES OR IS ALLEGED TO VIOLATE ANY THIRD PARTY'S ANTI-"SPAM" POLICY.

B. **Web SEO and Press Release Distribution Services.** WEB SEO AND PRESS RELEASE DISTRIBUTION SERVICES ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Neither Cision nor its third party providers will be liable to Client for any error or omission resulting in the failure of the Web SEO or Press Release Distribution Services to result in the publication of a release through any particular outlet or specific changes in search engine placement. Client is solely responsible for the content of its press releases, including any errors, omissions, statements of facts or opinions, or third party quotations or references.

C. **Downloaded Lists.** CLIENTS STORAGE AND USE OF DOWNLOADED LISTS IS SOLELY AT CLIENT'S OWN RISK. CISION WILL NOT BE RESPONSIBLE FOR UPDATING DOWNLOADED LISTS AND WILL HAVE NO LIABILITY TO CLIENT FOR ANY LOSSES ARISING OUT OF THE USE OF A DOWNLOADED LIST, WHETHER DURING OR AFTER THE TERM OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the Effective Date.

For: Signature: Cision US Inc.

For: Signature: PASCO, COUNTY OF (INC) ("Client")

Printed Name: /s/ John Manion /s/

Title: John Manion

Printed Name:

Date: Account Manager

Title:

Date:

Prices quoted herein are valid if signed and delivered by 03/31/2011

System Manager:

Please provide / verify contact information for the person who will manage your Cision system.

Name: Eric Keaton

E-mail address: ekeaton@pascocountyfl.net