

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-4-2018

Contract/Lease Control #: C18-2726-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: TVEYES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/01/2018

Expiration Date: 09/01/2019

Description of Contract/Lease: MEDIA MONITORING AGREEMENT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: T30 Tracking Number: 3095-18  
Procurement/Contractor/Lessee Name: Tr eyes Grant Funded: YES \_\_\_ NO X  
Purpose: Media Monitoring Suite  
Date/Term: 12 months 1.  GREATER THAN \$100,000  
Amount: 3,500.00 2.  GREATER THAN \$50,000  
Department: BCC 3.  \$50,000 OR LESS  
Dept. Monitor Name: Hafstad

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8-16-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**

Approved as written: NO federal \$ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 8-23-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, August 23, 2018 2:51 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: thanks for doing a demo/Tveyes

Yes this is approved.

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**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Thursday, August 23, 2018 3:48 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: thanks for doing a demo/Tveyes

I removed the confidential language. Is this legally approved now?

**From:** Chris Catropa [mailto:ccatropa@tveyes.com]  
**Sent:** Thursday, August 23, 2018 2:17 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Stephanie Herrick <sherrick@myokaloosa.com>; Christopher Saul <csaul@myokaloosa.com>  
**Subject:** RE: thanks for doing a demo!

Sure! Feel free to redline and if you send through a clean copy we can sign! Thanks!

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, August 23, 2018 11:47 AM  
**To:** [ccatropa@tveyes.com](mailto:ccatropa@tveyes.com)  
**Cc:** Stephanie Herrick <sherrick@myokaloosa.com>; Christopher Saul <csaul@myokaloosa.com>  
**Subject:** FW: thanks for doing a demo!

Please see below comments from legal. Please let me know if these changes are acceptable with your company.

## DeRita Mason

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**From:** Krystal King  
**Sent:** Tuesday, August 28, 2018 10:10 AM  
**To:** DeRita Mason  
**Subject:** RE: thanks for doing a demo!

I did see it just wasn't sure if I was supposed to be reviewing as a contract/agreement. There really is no insurance element since it is a subscription we are subscribing to.

*Krystal King*  
Okaloosa County  
Risk Management  
(850)689-5977  
Fax (850)689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

**From:** DeRita Mason  
**Sent:** Tuesday, August 28, 2018 10:06 AM  
**To:** Krystal King <kking@myokaloosa.com>  
**Subject:** RE: thanks for doing a demo!

Could you look at this when you get a chance? I sent it over last week. I don't think you have sent anything back, but I could be have overlooked it.

Thanks,

DeRita

**From:** DeRita Mason  
**Sent:** Thursday, August 16, 2018 10:06 AM  
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Krystal King <kking@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>  
**Subject:** FW: thanks for doing a demo!

Please review the attached.

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)  
[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

# Search Results

**Current Search Terms: tveyes\***

Your search for "tveyes\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

<b>Entity</b>	Tveyes Inc.	<b>Status:</b> Active
<b>DUNS:</b> 120189555	<b>CAGE Code:</b> 3X8D9	<a href="#">View Details</a>
<b>Has Active Exclusion?:</b> No	<b>DoDAAC:</b>	
<b>Expiration Date:</b> 07/19/2019	<b>Debt Subject to Offset?</b> No	
<b>Purpose of Registration:</b> All Awards		



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v.L.P. 18.20180820-1228  
WWW8

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**CONTRACT#: C18-2726-BCC**  
**TVEYES, INC.**  
**MEDIA MONITORING AGREEMENT**  
**EXPIRES: 09/01/2019**



Date: 23 August 2018

Licensing Agreement

Organization or Institution:

Okaloosa County

Mailing Address:

1250 N Eslin Parkway  
 Shalimar, FL 32579

Primary Contact Name:

Christopher Sawl

Contact's Telephone Number:

850-651-7270

Contact's Email Address:

csawl@myokaloosa.com

**LICENSE FEES:**

Service Options: (all subscriptions come with unlimited searches, unlimited watch terms and unlimited results)	Total Months:	Cost
TVEyes Media Monitoring Suite (MMS) subscription.  9/1/2018-9/1/2019	12	\$3,500 (one invoice up front)

TVEyes Federal Tax ID: #06-155547

**LICENSE AGREEMENT - TERMS AND CONDITIONS**

- 1. AGREEMENT TO PURCHASE.** This Agreement is entered into as of the date executed by TVEyes, Inc. ("Company" or "we") and the institution or organization identified on the Schedule of Licenses and Fees attached hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes- Media Monitoring seats as identified on such Schedule ("the Licenses"). Client agrees to pay Company the fees and Company agrees to deliver the Licenses as set forth in this Agreement. Client may purchase additional seats from time to time by executing one or more supplemental Statement(s) of Licenses that will reference and be subject to the terms and conditions of this Agreement.
- 2. TERM.** The term of this Agreement shall commence on the date executed by Company and extend for the period of time listed as length of term above. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.
- 3. OWNERSHIP AND COPYRIGHT.** Company and its third party providers shall retain ownership of all rights in and to the Licenses. Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit any of the foregoing and will use its best efforts to stop any unauthorized use thereof. The data provided is from proprietary sources and may be utilized for Client's internal research and analysis purposes only.
- 4. CONFIDENTIALITY.** Nothing in this paragraph shall be deemed to restrict Company's right to include Client's name in its promotional material (e.g., client lists).
- 5. LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any loss of profit or other commercial injury, or any special incident, punitive or consequential damages under any cause of action arising out of or relating to this agreement, even if advised in advance of the possibility of such damages.
- 6. ASSIGNMENT.** The Client may not assign the license(s) granted under this Agreement without the prior written consent of TVEyes.

- 7. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
- 8. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Licenses and Fees and Terms and Conditions sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. This Agreement may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.
- 9. RENEWAL. Services provided under this agreement shall be provided for the term of the agreement.
- 10. INTEGRATION. TVEyes may, at the request of the client, provide integration to a third-party platform. This will include only search results. This integration will be available only to customers who maintain a contractual relationship with TVEyes. Further, TVEyes is not responsible for the claims made by third-party service providers related to the utilization of TVEyes, its services or its capture network.

Customer Acknowledgement (Initial) \_\_\_\_\_

**PAYMENT SCHEDULE**

An invoice will be sent to the person or persons designated below upon execution of this Agreement, and except as expressly set out in this Agreement, will be due and payable in full to TVEyes Net 30 days from date of execution. A late payment fee of 1.5% per month will be applied to all past due balances. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. The client shall have 5 days from the Delivery date within which to notify Company of any material non-conformity of the Licenses. Failure to timely respond shall be deemed acceptance.

Customer Acknowledgement (Initial) \_\_\_\_\_

**REQUIRED INFORMATION** The following individual has been designated by Client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client.

Name/Title: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Purchase Order #: \_\_\_\_\_

**Agreement Acceptance:**

The authorized signatories below, on behalf of their respective organizations, agree to the pricing and other terms outlined herein. This Schedule of Licenses and Fees and list of Terms and Conditions shall be collectively referred to as the "Agreement". All notices or other communications required or permitted under this Agreement shall be forwarded to the individuals named below.

[Client]  
 Authorized Signature: *Jeffrey A. Hills*  
 Name/Title: Purchasing Manager  
 Date: 09/04/2019

[Company] TVEyes, Inc.  
 Authorized Signature: *[Signature]*  
 Name/Title: Chris Catrona, Senior Account Executive

Mailing Address: 5479A Old Bethel Rd.  
Crestview, FL 32536

TVEyes Inc.  
 Mailing Address: 1150 Post Rd.  
Fairfield, CT 06824  
(203) 254-3600 x233

Fax: 850-689-5970  
Email: jhyde@myokala.com

Fax: (203) 254-3605  
Email: ccatropa@tveyes.com