Boston Police Department

Acquiring Technology and Services of Social Media Threats for the Boston Police Department

⊚ Dataminr®

Technical Non-Price Proposal
Due: 31 October 2016 1500 EST
Presented by Dataminr

Submitted to:
Jenny Prosser
Contract Supervisor
Boston Police Headquarters
1 Schroeder Plaza
Boston, MA 02120
jenny.prosser@pd.boston.gov
(617) 343-4428

Submitted by:
Dataminr, Inc.
6 East 32nd Street
New York, NY 10016

Dataminr POC
Patrick Ryan
Senior Vice President, Public Sector
pryan@dataminr.com
(719) 433-1323

1. *Official Business Name of the Vendor:* Dataminr, Inc.
2. *Vendor's Organization Structure:* Corporation
3. *Jurisdiction in which vendor is organized and the date of such organization:* Delaware, July 17, 2009
4. *Vendor's Federal tax ID number:* TIN: 010928154
5. *Doing business with Commonwealth of MA:* Yes, Dataminr is in good standing with the Commonwealth of MA and has all of the necessary licenses, permits, approvals and authorizations necessary in order to perform all of the Vendor's obligations in connection with this RFP and the Final Agreement. Dataminr's City of Boston vendor ID number is 0000082132.
6. Dataminr, Inc. accepts all conditions and requirements in this RFP.

_____ (Signed: October 28, 2016)
Patrick Ryan
Senior Vice President, Public Sector
Dataminr, Inc.

Dataminr

Boston Police Department

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Dataminr®

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SECTION 11
Minimum Evaluation Criteria

All proposers meeting the minimum evaluation criteria will be considered and compared on the basis of the comparative evaluation criteria.

The minimum criteria shall be in the form of Yes or No standards, which the Department will apply to every proposal. If the proposer submits an answer "yes" to each of the questions, the proposal remains under consideration. If the proposer submits an answer "no" the proposal is eliminated from further consideration.

Proposers are cautioned to submit honest and accurate answers. If a proposer's response to this section is falsified, the proposal shall be rejected.

The following Minimum Evaluation Criteria shall delineate the minimum or quantifying level of service delivery that is required and are mandatory. Please check the appropriate column to indicate your commitment to meet each. You must check YES to each statement in order for your proposal to receive consideration. Complete the following:

12.1   Does the proposal being submitted fundamentally provide capabilities that meet all five (5) Summary Requirements of Section 7 (subsections B.1, B.2, B.3., B.4, and B.5).

YES NO   *See System Proposal for further explanation*

12.2   Is this proposal being submitted in accordance with the instructions of Section 2, entitled "General Notice to Proposers," with special reference to filing deadlines?

YES NO

12.3   Has the Proposer submitted separate, sealed Price Proposal and Non-Price Proposal?

YES NO

12.4   Has an authorized representative of the proposer completed and signed each of the standard contract forms included as part of Section 14, entitled "Contract Documents"?

(YES) NO

12.5   Is the proposal responsive and responsible as described and defined in Section 6-P, entitled "Responsible and Responsive Proposers"?

(YES) NO

12.6   Has the proposer responded to and submitted all forms and answered all questionnaires required in this RFP?

(YES) NO

12.7   Has the proposer included as part of the proposal a list of three or more professional references (or previous Contracts awarded) with contact names, phone numbers, addresses, description installation, as required in Section 9, entitled "Submittal Requirements"?

(YES) NO

12.8   Is your company financially solvent (i.e., currently not bankrupt and currently not considering filing for bankruptcy protection)?

(YES) NO

12.9   Are all copies exact duplicates of the originals?

(YES) NO

12.10   Has the vendor submitted a complete description of equipment and materials to be provided and services to be performed?

(YES) NO

Signed: _____
(Authorized Representative of Proposer)

Date: _October 28, 2016_

2. Executive Summary

This proposal is in response to the City of Boston Police Department's Request for Proposals, Acquiring Technology and Services of Social Media Threats.

Dataminr, Inc. submits the following proposal to demonstrate Dataminr's ability to meet Boston Police Department's requirements for an event and threat detection technology based on publically available information (PAI), and specifically social media. Through Dataminr's partnership with the most performative real-time social media platform -- Twitter -- Dataminr is uniquely capable of providing the City of Boston Police Department with real-time event and threat discovery and ongoing situational awareness capabilities. Dataminr commits to providing all of the goods and services contained within this RFP for an amount not to exceed $1,392,669.00.

In today's increasingly complex security environment, the need for public sector organizations to harness the power of social media for real-time event detection has become increasingly clear. In keeping the public safe, there is also a responsibility to respect the privacy and civil liberties of private citizens.

There are many ways that law enforcement agencies can choose to leverage social media data to support their critical missions. Since 2009, Dataminr has pioneered and perfected one such way: real-time alerting and situational awareness. Real-time alerting allows organizations to respond faster to emerging public safety threats and events and maintain situational awareness of critical developments around the world that may have an impact in this dynamic environment.

Dataminr's alerting product provides public sector agencies like the Boston Police Department with a critical, potentially life-saving tool while also respecting a user's right to privacy and meeting the terms of service and policies of social media providers. This balance is especially important in light of ongoing concerns surrounding local law enforcement and the use of social media data.

Dataminr leverages the single most important social media data set for real-time event and threat detection: Twitter. Twitter is a website whose services are primarily designed to help users share information with the rest of the world instantly. Twitter users do this

by posting tweets, which are short messages that are made publicly available on Twitter's website and through Twitter's mobile application. Twitter users are often the first to publicly report on breaking public safety incidents around the world.

Dataminr is the best-in-class commercial alerting tool designed to provide real-time situational awareness and Indications and Warning of global events. Using powerful proprietary algorithms and processes to analyze, categorize, and filter hundreds of millions of publicly posted messages per day, Dataminr provides users with immediate, actionable information. In addition to leveraging Twitter, Dataminr also populates content from popular platforms such as Facebook, Instagram, Periscope, YouTube, VK, Sina Weibo, and others.

The Dataminr platform is currently deployed across hundreds of commercial and public sector entities. Dataminr grew its original financial industry customer base into the current group of customers which includes major news and media companies, Fortune 500 corporations, and federal, state, and local government organizations. These clients include U.S. Department of Defense, U.S. Department of Homeland Security, and other public safety organizations around the country. Dataminr is a certified small business currently employing nearly 200 people at locations in New York, Washington D.C., London, Seattle, Bozeman, and San Francisco. The company is backed by leading private investors and has raised $180 million of capital to date.

Dataminr's key product capabilities include event notification, threat detection and verification, and collaboration features. Dataminr notifications are sent to users in real-time based on unique, customizable criteria ensuring that only information relevant to each user's needs is received. Once alerted, users can leverage the Dataminr platform to assess the accuracy and propagation of information on social media while uncovering additional context to build a greater understanding of important events and threats. Dataminr increases the law enforcement community's ability to detect and rapidly respond to public safety threats specific to the City of Boston, Commonwealth of Massachusetts, or anywhere in the world. Dataminr supports fast and efficient information sharing across agencies via built-in collaboration tools.

Access to the Dataminr application is through a web-based portal and mobile application. As a web-based application, Dataminr consists of a graphical user interface (GUI) that runs in the user's web browser and is accessible from any location and

device with internet access. In addition to the Dataminr GUI, users can also elect to receive notifications via email, desktop popup, and mobile device (iOS and Android applications or any mobile browser). Dataminr is currently considering a potential partnership with BlueLine Grid, a leading collaboration platform used by law enforcement agencies around the country. Such a partnership would potentially allow for BlueLine Grid users to receive Dataminr notifications within the BlueLine Grid mobile application.

Dataminr offers significant core capabilities to fulfill Boston Police Department's requirements by providing the appropriate personnel with a centralized system to facilitate real-time event and threat information sharing and improve situational awareness for law enforcement leaders to make effective risk-based decision. These include:

- **Commercially available product.** Dataminr can be fielded to an organization within days as the product requires no additional hardware or special software installations. Dataminr's intuitive interface allows for rapid onboarding with minimal training.
- **Multiple data sources.** The Dataminr platform uses cutting edge technology to evaluate and aggregate data from multiple sources in order to produce highly relevant information.
- **Real-time alerting experience.** Dataminr was developed from its inception in 2009 as a real-time alerting platform. As such, Dataminr has a deep and unmatched knowledge regarding how events and incidents unfold on social media.
- **Access to 100% of Twitter public data stream.** Dataminr is the only alerting company with full access to the entire public Twitter data stream continuously and in real-time. This unique partnership with Twitter enables Dataminr's event detection algorithms to find early event signatures within massive amounts of public data, ascertain whether that signature is relevant, and immediately push notifications based on criteria set by users.
- **Speed.** Dataminr alerts users to unfolding events as they appear on social media. Through a proprietary technical approach leveraging cutting-edge data science and machine learning, Dataminr processes the approximately 500 million public tweets posted daily in real-time.

- **Highly relevant.** Dataminr's algorithms ensure only highly relevant information is sent to users. Based on only a few simple inputs from each user, Dataminr immediately begins analyzing and filtering a large stream of data to return results relevant to specific user and mission needs.
- **No additional data charges.** Dataminr licenses are fully inclusive; there are no restrictions on the number of alerts or total data usage. This eliminates any unexpected additional fees often included in pricing models for similar commercial software tied to data usage or the volume of queries requested.
- **Customizable.** Dataminr allows users to customize both what information is received and how it is delivered. Multiple methods are available to define the criteria used to surface relevant information.
- **Geo-inference.** Dataminr notifications include an estimated event area, helping users appropriately identify public safety issues within their areas of responsibility.

SECTION 3
PROFILE OF PROPOSER

Overview:

The City of Boston Police Department wishes to learn about each of the proposers and their ability to deliver the supplies and services specified in this RFP. This section is viewed as part of the proposer's responsiveness to this RFP and its responsibility in meeting the contract requirements. This section will be required as part of the Minimum Evaluation Criteria and will be rated as part of the Comparative Evaluation Criteria section of this RFP.

NAME OF PROPOSER: Dataminr, Inc.
(Business Name)

MAILING ADDRESS: 6 East 32nd Street, New York, NY 10016

TELEPHONE: 646.701.7826

CONTACT PERSON: Patrick Ryan   TELEPHONE: 719-433-1323

PERSON AUTHORIZED TO
SIGN ALL CONTRACT DOCUMENTS: Edward Bailey

PROPOSER IS: (check one)
☐ Individual   ☐ Partnership   ☒ Corporation   ☐ Other (If other, please

explain):_____

IF BUSINESS IS A CORPORATION, STATE THE FOLLOWING:

STATE OF INCORPORATION: Delaware

PRESIDENT: Edward Bailey

TREASURER: Julio Pekarovic

PLACE OF BUSINESS: 6 East 32nd Street, 2nd Floor
(Street)
New York, NY 10016
(City, State, Zip)

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Parent Corporations (if any):_____

All subsidiaries (if any):_Dataminr UK Ltd_____

IF BUSINESS IS A PARTNERSHIP, STATE NAME AND ADDRESS OF ALL GENERAL

AND LIMITED PARTNERS:_____

Year company was founded:_2009_____

Number of years company has operated under this name: _4 years_____

Number of years company has been in present business:_7 years_____

Brief Description of the nature of your company's business:
_Real-time alerting_____

_____

_____

If the business is conducted under any title other than the real name of the owner, state the
time when, and place where, the certificate, required by Massachusetts General Laws,
Chapter 110, Section 5, was filed: _____

List the Federal Identification Number of the Proposer (the number used on Employer's
Quarterly Federal Tax return, U.S. Treasury Department form 941):
_01-0928154_____

List the total number of personnel employed by your company for each year, over the past three
years:

2014 ____146____   2015 ____227____   2016 ___266___

Has your company ever failed to complete any work awarded, had a contract for or related
services terminated for cause, or been involved in litigation in the last five (5) years?

☐ YES   ☒ NO   If yes, please state all circumstances:_____

List all subcontractors who will be assigned to execute any work identified in the RFP. Include the following information:

Company Name(s):_____

Role in this procurement:_____

Nature of Business:_____

Number of years in present business:_____

Address:_____

_____

Contact person: _____

4. System Proposal

Dataminr will provide the Boston Police Department with real-time open-source and social media threat detection systems by deploying its commercial alerting and situational awareness software platform, Dataminr Alerts. Dataminr's product is uniquely positioned to responsibly provide the proactive alerting and warning capabilities that the Boston Police Department seeks as described in Section 7, subsection A. Requirements Overview.

Dataminr is committed to supporting our clients' public safety mission, while also ensuring social media user privacy and respect for civil liberties. As such, Dataminr fully complies with the terms of service and policies for leading social media data providers, including Twitter, and has designed its product with these considerations in mind. We believe that many of the detailed technical requirements outlined in Section 7, subsection B. Summary and Detailed Technical Requirements Specifications would violate these third party terms and policies. For that reason, Dataminr is not capable of delivering many of the additional capabilities requested within this request for proposal.

Dataminr's cutting edge event detection engine processes large volumes of data – hundreds of millions of messages per day – to uncover the earliest signals of emerging events and threats across the globe, proactively alerting Dataminr users to public safety threats communicated via publicly available information.

Using powerful proprietary algorithms and processes to analyze, categorize, and filter hundreds of millions of publicly posted messages per day, Dataminr provides users with real-time, actionable information. Primarily leveraging the Twitter social media platform, but also populating content from popular platforms such as Facebook, Instagram, Periscope, YouTube, VK, Sina Weibo, and others, Dataminr's algorithms uncovers the earliest signals of emerging events and threats across the globe.

The Dataminr software platform employs proprietary machine-learning and event-detection methods that can detect and alert on early patterns indicating breaking events and breaking news, while minimizing "dark spots" or "information gaps" that can otherwise occur when important patterns go undetected.

Dataminr's approach is different from other commercially available platforms. Many other platforms base their alerts on a smaller subset of social media data purchased from a provider based on specific keywords or other metadata properties. As such, these products require regular user interaction with the product and settings to ensure the alerting stream is timely and relevant. More importantly, this keyword-based approach increases dark sports and information gaps in situational awareness and produces "noise" in the alerting stream from exact keyword matching.

Dataminr's event detection algorithms have been trained across a multi-year set of public Twitter data to instantly find early event signatures within massive amounts of public data, ascertain whether that signature is relevant, and immediately push notifications based on criteria set by users. These customizable criteria include geographic areas and topics of interest. Alerts are then produced autonomously 24 hours a day, 7 days a week, 365 days a year with minimal user interaction or maintenance.

The overarching technology concept is summarized in the graphic below:
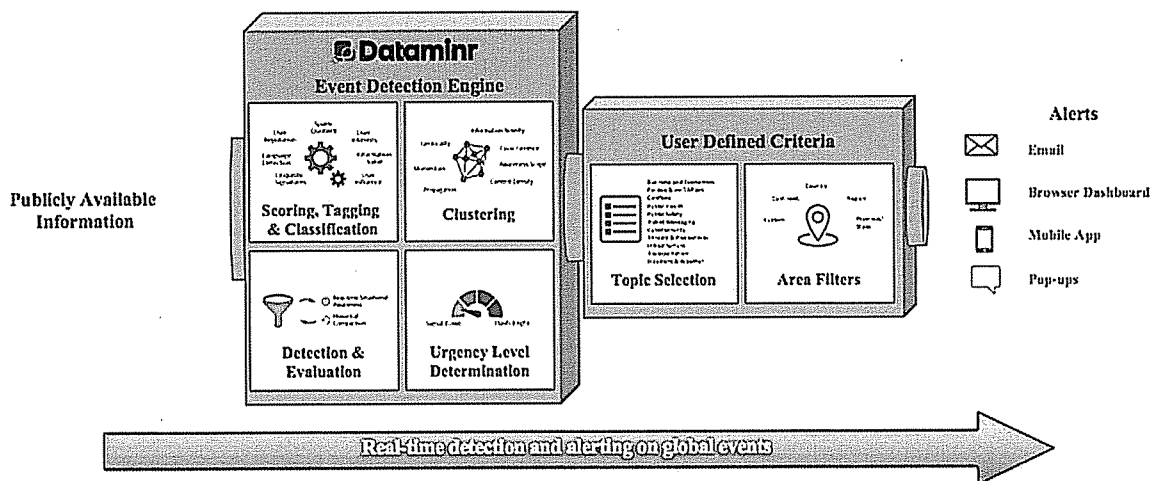
5. Implementation Plan

In order to provide immediate capability to the Boston Police Department, Dataminr will leverage our proven Software-as-a-Service (SaaS) delivery model. Refined and validated over the last six years with hundreds of commercial and public sector clients, this model enables Dataminr to allow immediate access to the full functionality of our platform for all Boston Police Department users.

Led by Dataminr's Program Manager Jeffrey Long, who is the single point of contact with the responsibility for control and coordination of all work performed, our Client Engagement team will deliver the following:

Milestone/Deliverable	Frequency	Due Date / Response Time
In-person kick-off meeting at Boston Police Department HQ in Boston, MA	Upon award	Within 11-20 business days of award pending client availability; on or before January 13, 2017
Implementation plan agreed upon by Boston Police Department Program Manager and Dataminr	Upon award	Within 11-20 business days of award, on or before January 27, 2017
100% solution implementation completed via in-person training for all Boston Police Department users	Upon award	Within 30 days of award
Project is completed; user testing of product is completed and all proposed users at various levels and access points trained and functioning in optimal manner	Upon award	Within 30 days of award

Quarterly status meeting and training	Every quarter	Within first week of each quarter
Technical support	24/7/365	Response from technical support within 2 hours of initial support request
System outage report	As needed	Immediately, upon any known system outage, Dataminr will notify BPD PM of the outage and expected restoration time. System availability will be restored within 2 hours during business hours, or within 4 hours outside business hours.

6. Qualifications and Experience

Dataminr is the leading commercial real-time alerting platform. From its inception in 2009, Dataminr has been designed specifically to provide real-time situational awareness and Indications and Warning of global events based on public social media data. As such, Dataminr has a deep and unmatched knowledge regarding how events and incidents unfold on social media and is uniquely positioned as the leading commercial provider of this capability in the marketplace.

Through Dataminr's partnership with the most performative real-time social media platform -- Twitter -- Dataminr is the only third party alerting company with full access to the entire public Twitter data stream continuously and in real-time. This unique partnership with Twitter enables Dataminr's event detection algorithms to find early event signatures within massive amounts of public data, ascertain whether that signature is relevant, and immediately push notifications based on criteria set by users.

Dataminr grew its original financial industry customer base into the current group of customers which includes major news and media companies, Fortune 500 corporations, and state and federal government organizations. Dataminr is a certified small business currently employing nearly 200 people at locations in New York, Washington D.C., London, Seattle, Bozeman, and San Francisco. The company is backed by leading private investors and has raised $180 million of capital to date.

Dataminr's current product supports federal, state and local law enforcement, including the U.S. Department of Defense, U.S. Department of Homeland Security, and other public safety organizations with real-time event and threat information as incidents unfold, sourced from publicly available information.

The following sections are responses to Section 8, subsection A. Company and B. Delivery and Implementation of Proposed Solution. As requested, each question and answer are on a separate sheet of paper.

6. Qualifications and Experience

A. Company

1.   Please describe the proposer's organization (i.e., origin, years in business, annual revenue, regions of operation, etc., including any and all affiliates and subsidiaries, whether location inside or outside the City of Boston and or U.S.) and staff with details on additional personnel, organizational changes and equipment (including local distributor) required.

Dataminr is headquartered in New York City with offices in Bozeman, Seattle, Arlington (VA), San Francisco, and London. Dataminr was founded in 2009 and employs nearly 200 people. Dataminr is a privately-held, venture-backed company funded by leading investors such as Fidelity, Venrock, and Goldman Sachs. Dataminr is capable of supporting this request with current personnel, organization and equipment.

6. Qualifications and Experience

A. Company

2.   Please provide information on recent installations (last 12 months) of proposed and/or related solutions for law enforcement, intelligence, defense, and/or security organizations. Please indicate whether or not the organization(s) is a U.S.-based organization. Please include total number and articulate nature of the solutions delivered if NOT exact proposed solution. Please note all supporting systems and any business partners involved with those implementation(s).

Dataminr supports the U.S. Department of Defense with 1,500 licenses of the Dataminr platform.

Dataminr supports the U.S. Customs and Border Protection with 61 licenses of the Dataminr platform.

Dataminr supports the New York City Office of Emergency Management with 15 licenses of the Dataminr platform.

6. Qualifications and Experience

A. Company

3.   Please provide total number of installations of proposed solution and/or related solutions, as well as the number of installations that are still in use (i.e., installed 5 years ago and still in use vs. installed 5 years ago but no longer in use), for law enforcement, intelligence, defense, and/or security organizations. Please indicate whether or not the organization(s) is a U.S.-based organization. Please differential between proposed and related solutions.

Approximately 2,200 licenses of the Dataminr platform are currently delivered to public sector clients.

6. Qualifications and Experience

A. Company

4.   Please describe any third-party relationships or dependencies that would be relied upon for the solution described in response to this RFP.

Dataminr is a certified Twitter partner and relies on direct access to Twitter's public data stream for the vast majority of the underlying information provided through the Dataminr system. As a result of Dataminr's unique partnership with Twitter, Dataminr is the only company with direct, unparalleled access to the entire stream of publicly available tweets in real-time.

Dataminr also utilizes Google mapping and translation features. Please see Appendix E for Dataminr's Third Party Terms.

6. Qualifications and Experience

A. Company

5.　Please describe the implementation team. How many individuals will be involved in the delivery and implementation of the solution (i.e., from installation to operation to advanced user training)? What are their backgrounds? What certifications are held?

Dataminr's Client Engagement Team for the Boston Police Department includes 3 experienced professionals with extensive experience in data science, software engineering, product management, software deployment, and customer support. Key personnel supporting the Boston Police Department include:

Key Personnel	Qualifications/Experience	Experience
Program Manager Jeffrey Long	BA from Hamilton College and MBA from the University of Virginia; previously senior adviser on Capitol Hill for technology and innovation public policy; led operations team at leading health and wellness website RevolutionHealth.com; currently Director of State and Major City Partnerships at Dataminr, responsible for working with public safety agencies around the U.S.	11+ years
Technical Manager Bryce Feuerstein	BS from Indiana University; previously Co-Founder of full-service cryogenic access provider; Dataminr Product Manager for past 4 years, with extensive technical expertise and product knowledge on all functionality; significant experience in product on-boarding, software integration, program management, agile scrum development, and product support	6+ years
Training Instructor/ Lead	BA from Georgetown University; former Associate at leading technology and consulting firm Booz Allen Hamilton	6+ years

| Katherine Faley | supporting U.S. Department of Defense clients; previously Program Manager at national security think tank focused on technology partnerships and software deployment; currently Client Engagement Manager at Dataminr; certificate in Product Management and significant experience in product training and on-boarding, program management, customer support, and software deployment | |

Dataminr's Pubilc Sector client engagement team is available to conduct training, account setup, and basic customer support. Additionally, Dataminr offers technical support 24 hours a day as well as access to an online library of support documentation.

6. Qualifications and Experience

A. Company

6.   Where will the technical support resources for this implementation of the solution be physically located? Does the proposer have support abilities that operate within the U.S. Eastern Time Zone?

Dataminr's implementation team is located in Arlington, VA and New York, NY. Technical support is available 24 hours a day, 7 days a week.

6. Qualifications and Experience

A. Company

7.   Please describe how the company ensures the proposed solution maintains pace with both policy and configuration changes applied by open source and social media platforms?

Dataminr is a web-based Software-as-a-Service (SaaS) platform. As such, updates to the software can be distributed instantly to all current users. Dataminr typically pushes software updates on a weekly basis.

In addition, Dataminr complies with the terms of service and policies of leading social media platforms, including Twitter.

6. Qualifications and Experience

A. Company

8.   Please describe how the company continues to innovate and update the proposed solution, to continue to provide value to system operators, in response to dynamic changes in technology, capability, availability of data (and nuances to volume, variety and velocity), tradecraft applied by criminals, and the threat environment?

Dataminr uses proprietary machine learning algorithms to continuously analyze and understand the evolving social media environment. Leveraging a multi-year archive of public Twitter data and a dedicated data science team, Dataminr strives to remain on the cutting edge of real-time, open-source alerting to improve both the quality and quantity of alerts. In addition, Dataminr constantly considers and researches new data sets for potential integration into the platform.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

1.   Please describe the project management and implementation process approach. How does the proposer manage the implementation of projects like this? How long will the implementation of the proposed solution take? Please provide details of estimated timelines for each phase of the project (i.e., discovery, initiation, planning, execution & control, closure, evaluation; installation, configuration, testing, training, initial solution operation by operators [hand-off], independent operation by operators [optimal proficiency of operators]).

Dataminr provides in-person onboard training to all new users. Onboard training can be conducted on premise or remotely via tele-conference or videoconference. Onboard training typically requires approximately 1 hour and provides users with enough knowledge to be proficient Dataminr users. Full implementation of Dataminr is within 30 days of contract award, assuming the Boston Police Department can make all new users available for training within that timeframe. Once onboarded, Dataminr's implementation team continues to provide guidance and support (i.e. adjust account settings for optimal results) as needed.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

2.   Will the implementation team require access to onsite networks and/or data facilities? Will secure, remote access to the onsite network be required?

No. The Dataminr platform is a web-based SaaS application. To access Dataminr, users are only required to have a computer and browser with internet connectivity.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

3.   Please describe the hardware requirements, if any, necessary for operating the solution in the optimal manner? Please include detailed specs of specific types of recommended equipment, as well as options for top 3 (max) recommended configurations (if only 1 option exists, please provide only this option).

Dataminr requires only a computer, browser and access to the internet.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

4.   Please describe the software requirements for operating the solution in the optimal manner (e.g., 3rd party software)? Please include all dependencies and detailed specs for browser types, version numbers, etc.

Dataminr operates best on the following browsers: Chrome 47+, Firefox 31+ and Internet Explorer 10+.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

5.   Please describe any cloud-based solutions required for operating the solution in the optimal manner, as well as options for top 3 (max) recommended solutions.

No cloud based solutions are required.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

6.   Please describe all services that will be provided by the proposer to securely connect the user of the solution to both at rest and streaming real-time open source and social media data via the solutions various tools and interfaces (e.g., social media "firehose", servers, secure browsers, SSL and/or TSL protocols, communications protocols, etc.).

Dataminr users access their accounts via any internet connected browser and adjust customizable settings to ensure only relevant notifications are delivered. Delivery options include real-time email (a one-to-one email delivered to the user's inbox for each Dataminr notification), digest emails (a summary of real-time emails over a period of time), desktop pop-ups (similar to Microsoft Outlook email notifications), the web-based dashboard, and mobile applications available for Android and iOS. Users can customize delivery options across the aforementioned mediums to build an alerting process suitable to their individual mission needs.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

7.   What are the anticipated maintenance requirements, incumbent upon the purchaser (BPD/BRIC), for all 3rd party hardware, software and services over the next ten years, for optimal performance of the solution (e.g., Will server licenses need to be upgraded at a pace consistent with the manufacturer in order to run the solution in an optimal manner through its life cycle of updates/upgrades? Is this the intention of the solution provider?).

Anticipated maintenance requirements are minimal. Dataminr ensures optimal performance of our solution for the full term of software license.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

8.   What types of training will be required for optimal performance of solution? Is there separate training requirements for administrators, basic users, mid-level users and advanced users? How will the proposer facilitate this training (e.g., onsite training, instructor-led web-based training, on-demand web-based training)?

Dataminr training consists of an approximately one hour onboard session which can be completed in-person or remotely via tele or video conference. No additional training is required. Customized training is available upon request.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

9.   Please describe the overall user interface and user experience of working with the proposed solution.

Dataminr is a web-based SaaS application that allows user to customize which alerts they receive and how they are received. After accessing their web-based accounts, users can choose to monitor their dashboard for real-time alerts based on their unique criteria or close the application and receive notifications via email, either real-time or digest. For desktop users, pop-up notifications provide another alerting option that allow a user to minimize the dashboard while conducting other work, yet stay informed of Dataminr alerts. Users can view their real-time alert stream through the Dataminr mobile application available for Android or iOS; they can also choose to receive push notifications via the mobile application. Combinations of the alerting options allow users to tailor exactly what information they wish to receive, where the information should be sent, and when to send it.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

10. Does the proposer's organization have contracts with open source and social media data providers, allowing access to data? Do these contracts authorize the proposer's organization to provide this data to third parties for purposes described in this RFP?

Dataminr is a certified Twitter partner and is the only alerting company with direct, unparalleled access to the entire stream of publicly available tweets in real time. This partnership enables Dataminr to provide its real-time alerting and situational awareness platform to public sector clients who comply with its End User License Agreement and all third-party terms of service.

6. Qualifications and Experience

B. Delivery and Implementation of Proposed Solution

11. How will the proposer's organization ensure continuity of access to real-time open source and social media data for the purpose of this RFP?

Dataminr will provide its real-time alerting and situational awareness platform to public sector clients who comply with its End User License Agreement and all associated third-party terms of service, included herein as Appendix D and Appendix E, respectively.

7. Training Plan

Dataminr is committed to providing best-in-class customer service, which includes training new users on all product functionality. Dataminr provides in-person training at client's site, by phone, and by video or teleconference at mutually agreed upon times. Dataminr's team of Client Engagement Managers have decades of government experience and are dedicated to providing world-class training. Managers leverage a defined curriculum to ensure users are comfortable and running with the product as quickly as possible. A typical training session lasts approximately one hour. Dataminr's intuitive user interface allows users to modify their web-based dashboard and mobile settings with just a few clicks.

Dataminr's team of Client Engagement Managers will train all Boston Police Department users on the Dataminr product within 30 days of contract award, assuming the Boston Police Department can make all users available for training. Within this time period, Dataminr recommends setting up a minimum of 5 training sessions, each with a maximum of 20 users, to successfully train the approximately 100 Boston Police Department users. The training session will last approximately one hour.

These training sessions will be conducted in person at the Boston Police Department's preferred location in Boston, MA. The sessions will require that each individual user has a computer with access to work email and an internet browser. In this session, each user will properly set up his or her account settings, including preferred delivery methods for Dataminr alerts, and gain proficiency in the Dataminr product.

No additional training sessions are required as all Boston Police Department users will have access to the same product functionality. Administrators will receive instruction on their unique functionality at the end of the initial training session.

Dataminr's Client Engagement Managers will lead a quarterly status meeting and training session. These sessions are recommended for all Boston Police Department users, as they will cover feedback on the product and contract deliverables as well as any updates to the Dataminr product along with training as needed. Client Engagement Managers are available to support these quarterly sessions either in person or remotely, determined in consultation with the Boston Police Department Program Manager.

Dataminr's team of Client Engagement Managers are available for individualized or custom support outside of these sessions. In addition, Dataminr's technical support team is available 24 hours a day.

8. References

Organization	Description	Point of Contact
U.S. Federal agency	*Accounts*: 61 *Period of Performance*: July 10, 2016 – July 9, 2017	Name: J. Gilley Phone: 202-527-5834
Major metropolitan area public safety agency	*Accounts*: 20 Period of Performance: May 15, 2016 – May 14, 2017	Name: G. McCarty Phone: 201-595-4673
Major city emergency management agency	Accounts: *15* Period of Performance: September 30, 2016 – September 29, 2017	Name: B. Krakauer Phone: 718-422-8711
Major U.S. state public safety agency	Accounts: 15 Period of Performance: March 1, 2016 – June 30, 2016	Name: D. Aders Phone: 217-557-1940
U.S. Federal public safety agency	Accounts: 35 Period of Performance: September 30, 2016 – September 29, 2017	Name: J. Davis Phone: 703-601-3124

9. Appendices

A. Dun & Bradstreet Report
B. Certificate of Liability Insurance
C. City of Boston Procurement Forms
D. Dataminr End User License Agreement
E. Dataminr Third Party Terms

Appendix A. Dun & Bradstreet Report

DATAMINR, INC.

D-U-N-S® 96-213-8942   Single
6 E 32nd St Fl 2,
New York, NY 10016   Phone   646 701-7807

Comprehensive Report

Purchase Date: 10/28/2016
Last Update Date: 10/25/2016
Attention: .

Executive Summary

Company Info

Year Started	2009	CEO	TED BAILEY, PRES-CEO
Control Year	2009	Employees	181

D&B Rating

D&B Rating   --

D&B PAYDEX®

Up to 24 month D&B PAYDEX

Industry Median 76

Up to 24 month D&B PAYDEX **78**

1	50	80	100
Greater than120 days slow	30 days slow	Prompt	Anticipates

Up to 3 month D&B PAYDEX

Up to 3 month D&B PAYDEX **78**

1	50	80	100
Greater than120 days slow	30 days slow	Prompt	Anticipates
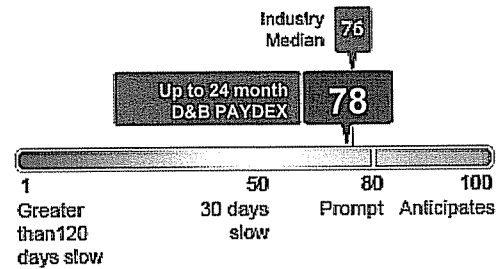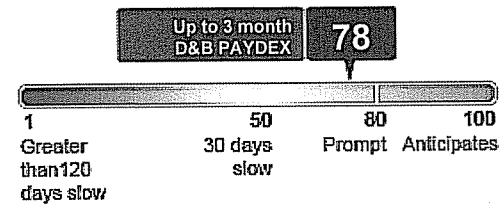
Predictive Analytics

Financial Stress Class

Financial Stress Class **3**

5	4	3	2	1
High		Average		Low

Credit Score Class

Credit Score Class **3**

5	4	3	2	1
High		Average		Low
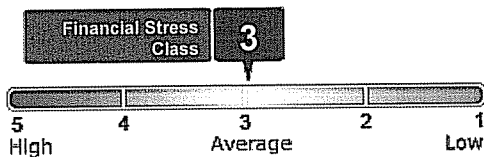
The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).
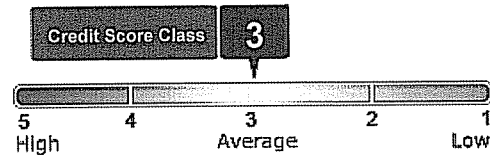
The Credit Score class of 3 for this company shows that 5.80% of firms with this classification paid one or more bills severely delinquent.

Financial Stress Class	3	Credit Score Class	3
Financial Stress Score	1,465	Credit Score	528
Highest Risk	1,001	Highest Risk	101
Lowest Risk	1,875	Lowest Risk	670

Credit Limit Recommendation

D&B Viability Rating

Risk Category
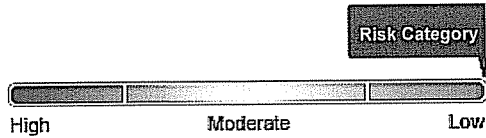
Conservative Credit Limit	$80,000
Aggressive Credit Limit	$200,000

D&B Viability Rating

3	2	C	G

Viability Score

3

9 High Risk — 5 — 1 Low Risk

Score: 3

Portfolio Comparison

2

9 High Risk — 5 — 1 Low Risk

Score: 2

Data Depth Indicator

C

G Descriptive — A Predictive

Score: C
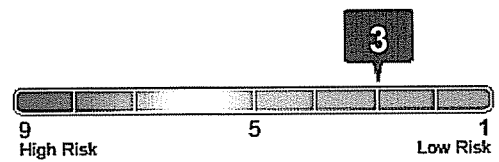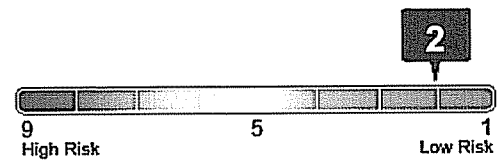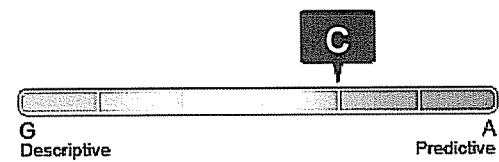
Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (3+Trade)	Large	Established

Score: G

Business Information

Business Summary

SIC	7389 Business services
NAICS	522320 Financial Transactions Processing, Reserve, and Clearinghouse Activities
History Status	INCOMPLETE

Credit Capacity Summary

D&B Rating

--

Prior D&B Rating	--
Rating Date	04/05/2010

Payment Activity (based on 19 experiences)	USD
Average High Credit	$3,614
Highest Credit	100,000
Total Highest Credit	180,700

D&B Viability Rating

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.

Viability Score

3

9 High Risk — 5 — 1 Low Risk
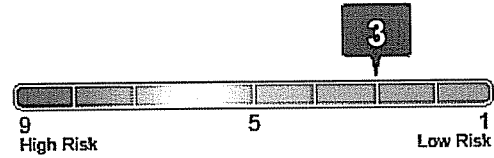
Compared to All US Businesses within D&B Database:

• Level of risk: **Low Risk**
• Businesses ranked 3 have a probability of becoming no longer viable: **3%**
• Percentage of businesses ranked 3: **15%**
• Across all US businesses, the average probability of becoming no longer viable: **14%**

Portfolio Comparison

2

9 High Risk — 5 — 1 Low Risk
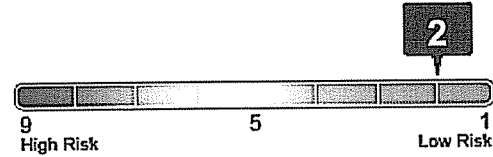
Compared to all Businesses within the same MODEL SEGMENT:
 Model Segment: **Established Trade Payments**

• Level of risk: **Low Risk**
• Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **3%**
• Percentage of businesses ranked 2 within this model segment: **16%**
• Within this model segment, the average probability of becoming no longer viable: **5%**

Data Depth Indicator

C

G Descriptive — A Predictive
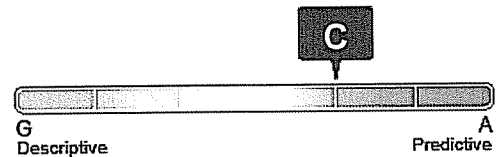
Data Depth Indicator Details:

✓ Rich Firmographics
✓ Extensive Commercial Trading Activity
✗ No Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.
You have the ability to influence the confidence of the viability assessment by asking the business to report more information to D&B at https://iupdate.dnb.com/iUpdate/

Company Profile

G

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (3+Trade)	Large	Established

Company Profile Details:

• Financial Data: **Not Available**
• Trade Payments: **Available** (3+Trade)
• Business Size: **Large** (Employees:50+ or Sales: $500K+)
• Years in Business: **Established** (5+)

Business History

Officers	TED BAILEY, PRES-CEO; PETER B BAILEY, DIR OF BUS DEV; JULIO PEKAROVIC, CFO
Directors	THE OFFICER(S)

As of 10/25/2016

The Delaware Secretary of State's business registrations file showed that Dataminr, Inc. was registered as a Corporation on July 17, 2009.

Business started 2009 by Ted Bailey.

TED BAILEY. 2009-present active here. Further antecedents were not available.

PETER B BAILEY. 2009-present active here. Further antecedents were not available.

JULIO PEKAROVIC. Antecedents were unavailable.

Business address has changed from 41 E 11th St Fl 2, New York, NY, 10003 to 99 Madison Ave. Fl 3, New York, NY, 10016.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Aug 08 2009:

Registered Name	EBH ENTERPRISES, INC.	Registration ID	4710878	Filing Date	07/17/2009
		Status	STATUS NOT AVAILABLE	Registered Agent	CORPORATION SERVICE COMPANY 2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE 198080000
Business Type	CORPORATION	Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE		
Corporation Type	NOT AVAILABLE				
Incorporated Date	07/17/2009				
State of Incorporation	DELAWARE				

Government Activity Summary

Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	YES (2016)
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	N/A		
Contractor	No		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 10/25/2016

Description:	Operates business services, specializing in financial services (100%).
	Terms are undetermined. Sells to commercial concerns. Territory : International.
Employees:	181 which includes officer(s).
Facilities:	Rents 600 sq. ft. in on 2nd floor of a 11 story steel building.
Location:	Central business section on main street.

Industry Data

SIC		NAICS	
Code	**Description**	**Code**	**Description**
73890900	Financial services	522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities

Financial Statements

Key Business Ratios (Based on 13 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance. To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	2.5	UN
Return on Net Worth	UN	7.7	UN
Short Term Solvency			
Current Ratio	UN	1.2	UN
Quick Ratio	UN	0.9	UN
Efficiency			
Assets Sales	UN	174.9	UN
Sales / Net Working Capital	UN	6.2	UN
Utilization			
Total Liabs / Net Worth	UN	225.7	UN

Most Recent Financial Statement

As of 05/26/2016

D&B has updated this report using available sources.

Indicators

A check of D&B's public records database indicates that no filings were found for DATAMINR INC., 6 E 32nd St Fl 2, New York, NY. D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands. D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

Commercial Credit Score

Summary

Credit Score Class

5   4   3   2   1
High   Average   Low
(Moderate risk of severe payment delinquency over next 12 months.)
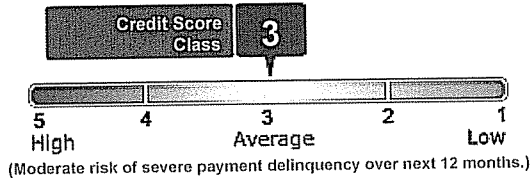
Incidence of Delinquent Payment

Among Companies with This Class	5.80%
Average Compared to All Businesses	10.20%
Credit Score Percentile	70
Credit Score	528
Number of Payment Experiences	19

Key Factors

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Limited time under present management control

Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Credit Score Percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Credit Score Percentile Norms Comparison

DATAMINR, INC. — 70

Region (MIDDLE ATLANTIC) — 51

Industry (BUSINESS, LEGAL AND ENGINEERING SERVICES) — 43

Employee Range (100-499) — 89

Years in Business (6-10) — 43

0   25   50   75   100
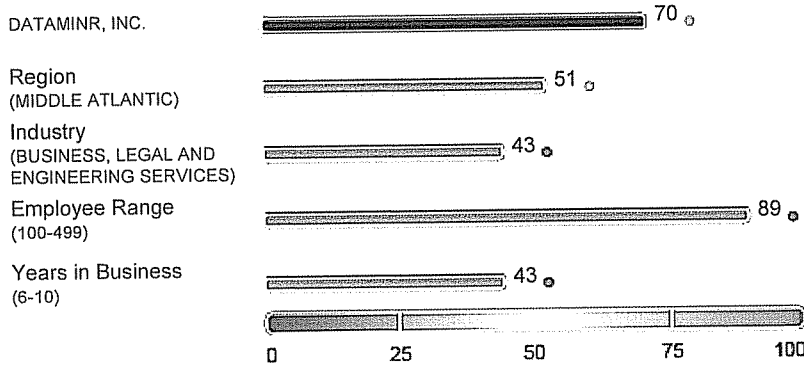
- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Summary

Financial Stress Class

| Financial Stress Class | 3 |

```
5        4        3        2        1
High           Average          Low
```
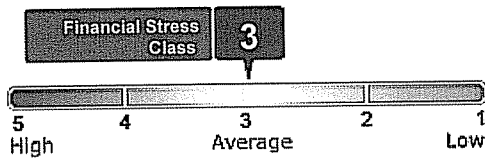
Financial Stress Score Percentile

|	
Financial Stress National Percentile	42
Financial Stress Score	1465
Probability of Failure with This Score	0.24%
Failure per 10K	24/10,000
Average Failure Rate within D&B database	0.48%
Failure per 10K	48/10,000
Number of Payment Experiences	19

Key Factors

- High number of inquiries to D&B over last 12 months.
- Low proportion of satisfactory payment experiences to total payment experiences.
- High proportion of slow payment experiences to total number of payment experiences.
- Unstable Paydex over last 12 months.
- Limited time under present management control

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Financial Stress Percentile Comparison

DATAMINR, INC.	42
Region (Middle Atlantic)	44
Industry (Business, Legal And Engineering Services)	52
Employee Range (100-499)	75
Years in Business (6-10)	43

```
0        25        50        75        100
```
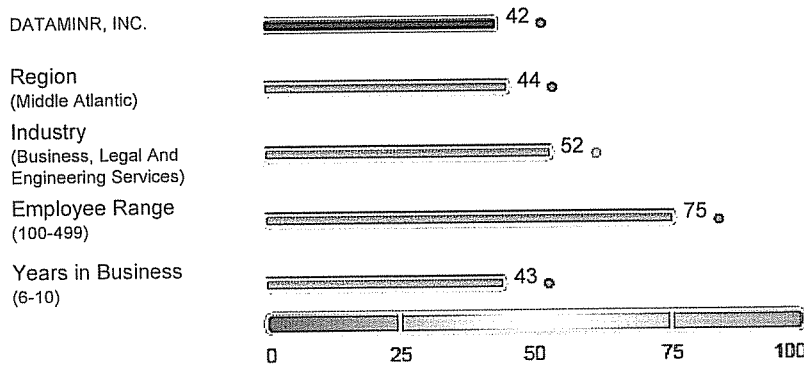
- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Advanced Paydex + CLR

D&B PAYDEX®

Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

Up to 3 month D&B PAYDEX
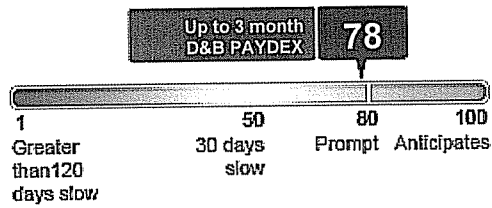
| Up to 3 month D&B PAYDEX | 78 |

| 1 | 50 | 80 | 100 |
| Greater than120 days slow | 30 days slow | Prompt | Anticipates |

When weighted by dollar amount, payments to suppliers average 3 Days Beyond Terms. Based on payments collected over last 3 months.

Up to 24 month D&B PAYDEX
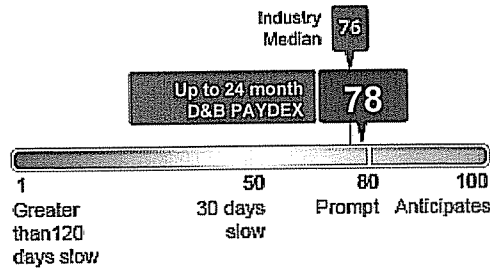
Industry Median 76

| Up to 24 month D&B PAYDEX | 78 |

| 1 | 50 | 80 | 100 |
| Greater than120 days slow | 30 days slow | Prompt | Anticipates |

When weighted by dollar amount, payments to suppliers average 3 days beyond terms. Based on payments collected up to 24 months.

When weighted by dollar amount, the industry average is 6 DAYS BEYOND terms.

- ⦿ High risk of late payment (average 30 to 120 days beyond terms)
- ◯ Medium risk of late payment (average 30 days or less beyond terms)
- ⦿ Low risk of late payment (average prompt to 30+ days sooner)

Payment Trend	unchanged *	Total Payment Experiences for the HQ	19
Payments Within Terms	81%	Total Placed for Collection	0
Average High Credit	$3,614	Largest High Credit	$100,000

Highest Now Owing	$1,000
Highest Past Due	$750

* compared to payments three months ago

Credit Limit Recommendation

Risk Category

| Risk Category |

| High | Moderate | Low |
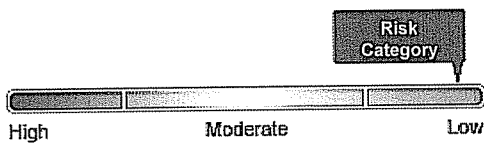
Recommendation Date	10/28/2016
Conservative Credit Limit	$80,000
Aggressive Credit Limit	$200,000

Key Factor

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits

PAYDEX Yearly Trend

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters.
The Primary Industry is Business services, based on SIC code 7389.

	This Business			Upper			Median			Lower	
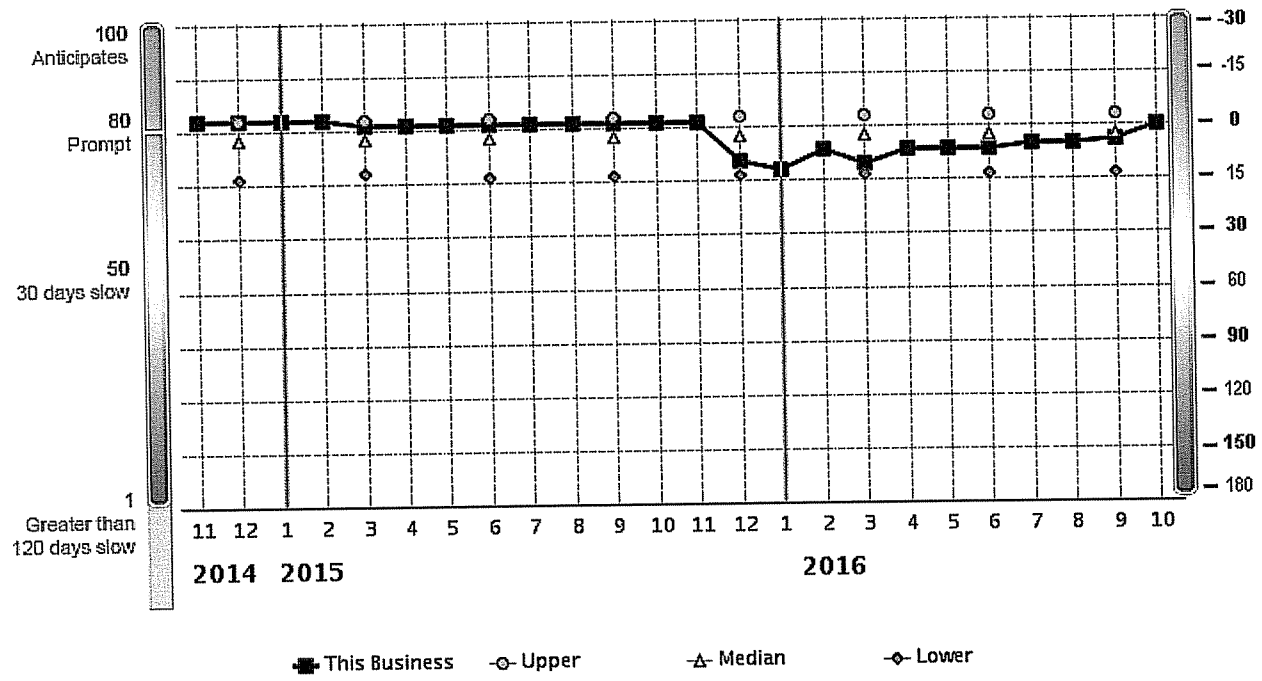
This Business	80	80	80	80	79	79	79	79	79	79	79	79	79	71	69	73	70	73	73	73	74	74	75	78
Industry Quartiles																								
Upper		80			80			80			80			80			80			80			80	
Median		76			76			76			76			76			76			76			76	
Lower		68			69			68			68			68			68			68			68	

Note

- Current PAYDEX® for this Business is 78, or equal to 3 days beyond terms.
- The 24 month high paydex is 80.0, or equal to GENERALLY WITHIN terms.
- The 24 month low paydex is 69.0, or equal to 16 DAYS BEYOND terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile.
- Industry lower quartile represents the performance of the payers in the 25th percentile.

Payment Habits

| Credit Extended	% of Payments Within Terms	No. of Payment Experiences	Total Amount USD
Over $100,000	0%	0	$0
50,000-100,000	0%	0	0
15,000-49,999	100%	1	35,000
5,000-14,999	100%	1	7,500
1,000-4,999	75%	4	4,000
Under 1,000	79%	8	4,100

Based on up to 24 months of payments

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 19 payment experiences in D&B's file, with 13 experiences reported during the last three month period.
The highest Now Owes on file is $1,000. The highest Past Due on file is $750.

All Industries

Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%)			
					0-30	31-60	61-90	90+
Ret stationery	2	$1,100	$1,000	55	45	0	0	0
Data processing svcs	2	1,250	750	100	0	0	0	0
Misc business credit	2	1,750	0	50	29	21	0	0
Legal services	1	35,000	35,000	100	0	0	0	0
Ret computer/software	1	7,500	7,500	100	0	0	0	0
Whol furniture	1	1,000	1,000	100	0	0	0	0
Radiotelephone commun	1	1,000	1,000	100	0	0	0	0
Whol computers/softwr	1	750	750	100	0	0	0	0
Misc publishing	1	500	500	100	0	0	0	0
Misc business service	1	500	500	0	0	0	100	0
Mfg misc office eqpt	1	250	250	100	0	0	0	0

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash experiences	4	$100,100	$100,000
Payment record unknown	1	30,000	30,000
Unfavorable comments	0	0	0
Placed for Collection	0	0	0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
October 2016	Ppt	$35,000	$0	$0	N30	1
	Ppt	7,500	0	0	N30	6-12
	(003)	100,000	0	0	Cash account	1
	(004)	30,000	0	0	Lease Agreemnt	1
September 2016	Ppt	750	750	0	N/A	1
	Ppt	750	0	0	N30	1
	Ppt	500	50	0	N/A	1
	Ppt	100	0	0	N30	2-3
	Ppt-Slow 30	0	1,000	750	N/A	1
	Ppt-Slow 30	1,000	0	0	N30	4-5
	Ppt-Slow 60	0	750	500	N/A	1
	Slow 90	500	500	0	N/A	1
	(013)	0	0	0	Cash account	6-12
June 2016	Ppt	1,000	1,000	0	N/A	1
March 2016	Ppt	250	0	0	N30	6-12
November 2015	(016)	50	0	0	Cash account	1
April 2015	Ppt	1,000	0	0	N30	6-12
February 2015	(018)	50	0	0	Cash account	1
January 2015	Ppt	500	0	0	N/A	6-12

Lines shown in red are 30 or more days beyond terms

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Appendix B. Certificate of Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Camilleri & Clarke Associates an Affiliate of Smith Brothers 68 National Drive, Suite 2 Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 652-3235		FAX (A/C, No): (860) 652-3236
	E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : National Fire Ins Co of Htfd	20478
Dataminr, Inc. 99 Madison Avenue 3rd. Floor New York, NY 10016	INSURER B : Continental Insurance Co.	35289
	INSURER C : Continental Casualty Company	20443
	INSURER D : Valley Forge Insurance Company	20508
	INSURER E : Lloyd's of London	15792
	INSURER F :	

COVERAGES   **CERTIFICATE NUMBER:**   **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			6016725699	03/15/2016	03/15/2017	EACH OCCURRENCE	$ 1,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
								MED EXP (Any one person)	$ 5,000
								PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
		POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
		OTHER:							$
B		AUTOMOBILE LIABILITY			6016725671	03/15/2016	03/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	$
		OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X	HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
									$
C	X	UMBRELLA LIAB [X] OCCUR			6016725704	03/15/2016	03/15/2017	EACH OCCURRENCE	$ 5,000,000
		EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
		DED [X] RETENTION $ 10,000							$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	6016725685	03/15/2016	03/15/2017	[X] PER STATUTE [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E		Professional Liabili			UCS269607216	04/03/2016	04/03/2017	E&O / Cyber Liabilit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Boston 1 City Hall Square, Room 808 Boston, MA 02201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Kimberley S. Connolly*

ACORD 25 (2016/03)

Appendix C. City of Boston Procurement Forms

STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name: Dataminr, Inc.	City Department Name: Boston Police Department
(and d/b/a):	Department Head: William B. Evans, Police Commissioner
Contractor Address: 6 E. 32nd St., 2nd Floor New York, NY 10016	Mailing Address: Boston Police Department BRIC Unit 1 Schroeder Plaza, Boston, MA 02120
Contractor Vendor ID:	Billing Address (if different): Same as above

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
								$
								$
								$
								$
								$

Contract Details

Description/Scope of Services: (Attach supporting documentation)

The undersigned proposes to furnish the specified supplies or services and to perform all work required for acquiring technology and services that support the identification of threats within real-time open source and social media platforms for the Boston Police Department, in accordance with the terms of the contract specifications and all accompanying contract documents.

Begin Date: 12/19/16
Rate: $
(Attach details of all rates, units, and charges)

End Date: 12/18/17
Not to Exceed Amount: $

Contract Signatures

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS IN THE AMOUNT OF $	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. *Edward Bals* SIGNATURE President + CEO	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS. SIGNATURE
SIGNATURE DATE	TITLE 10/28/16 DATE	DATE

Approved as to form by Corporation Counsel March 2016
No payment will be made until the executed contract is filed with the Auditing Department

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

Approved as to form by Corporation Counsel March 2016

CITY OF BOSTON
__CONTRACTOR CERTIFICATION__

To the Official, acting in the name and on behalf of the City of Boston

    A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

acquiring technology and services of social medial threats,

in accordance with the terms of the accompanying contract documents.

    B. The Contractor is a/an:

Corporation

                     (Individual-Partnership-Corporation-Joint Venture-Trust)

1.   If the Contractor is a Partnership, state name and address of all partners:

2.   If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of   Delaware

President is   Edward Bailey

Treasurer is   Julio Pekarovic

Place of business is   6 E. 32nd St. 2nd Floor

                     (Street)

New York, NY 10016

                     (City, State and Zip Code)

3.   If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

_____

_____

_____

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4.   If the Contractor is a Trust, state the name and address of all Trustees:

_____

_____

_____

The trust document(s) are on file at _____
_____ , and will be delivered to the Official on request.

5.   If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

_____

_____

_____

6.   The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:
    ___01- 0928154_____

*If individual, use Social Security Number _____

7.   City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

8.   The undersigned certifies under penalties of perjury that this bid or proposal has been made an submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: _Dataminr, Inc._

By: _Edward Bailey_
(Sign Here)

Title: _President and CEO_

Business Address: _6 E. 32nd St., 2nd Floor_
(Street)

New York, NY 10016
(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

CERTIFICATE OF AUTHORITY
(For Corporations Only)

_____
(Current Date)

At a meeting of the Directors of the ___ Dataminr, Inc. _____

(Name of Corporation)

duly called and held at _____

(Location of Meeting)

on the _____ day of _____ 20_____ at which a quorum was present and acting,

it was VOTED, that ___ Edward Bailey _____

(Name)

the ___ President and CEO _____ of this corporation is hereby

(Position)

authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation

a contract for _acquiring technology and services of social media threats._____

(Describe Service)

_____

_____

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote

has not been amended or repealed and is in full force and effect as of this date, and that

___ Edward Bailey _____

(Name)

is the duly elected ___ President and CEO _____ of this

(Position)

corporation.

Attest:

(Affix Corporate Seal Here)

_____ _Edward Bailey_ _____

(Clerk) (Secretary) of the Corporation

(PUB July 2012)

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☒ CORI checks are not performed on any Applicants.

2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.

3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

Edward Bailey   _Edward Bailey_ (signature)
(Typed or printed name of person signing   Signature
quotation, bid or proposal)

Dataminr, Inc.
(Name of Business)

NOTE:
The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006
(PUB 2012)

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.

2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.

3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.

4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.

5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1. ☒ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.

2. ☐ This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.

4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

Ted Bailey
(Typed or printed name of person signing
quotation, bid or proposal)

Edward Bank
Signature

Dataminr, Inc.
(Name of Business)

Instructions for Completing CM Form 16:
    A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.
    Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

CITY OF BOSTON
JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

<u>VENDORS LIVING WAGE AFFIDAVIT</u>

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of $25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is $14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least $25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

<u>WARNING:</u>   **No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department**

<u>IMPORTANT:</u>   *Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299, or your Contracting Department.*

Part 1:   VENDOR INFORMATION:

Name of Vendor: ___Dataminr, Inc.___

Contact Person: ___Mary Chang___

Address ___6 E. 32nd St. 2nd Floor___   ___New York___   ___10016___
　　　　　　　Street　　　　　　　　　　　　　　City　　　　　　　Zip

Telephone #: ___646-701-7826___   Fax #: ___646-701-7818___

E-Mail: ___accounting @ dataminr.com___

Part 2:   CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
___Boston Police Department___

Contracting Department: ___Boston Police Department___

Start Date of Contract: ___12/19/2016___   End Date of Contract: ___12/18/2017___

Length of Contract: ☒ 1 year ☐ 2 years ☐ 3 years ☐ Other: ___ (years)

PART 3:   ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one:*

    ☒ For Profit   ☐ Not For Profit

2. Total number of "FTE" employees which you employ: __182__

3. Total number of employees who will be assigned to work on the above-stated contract:
   3 designated account managers; this does not include the dozens of additional
   employees on the product, engineering and other teams that would contribute to this
4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?
                                                                    contract.

    ☐ Yes   ☒ No

    If yes. how many additional F.T.E.s do you plan to hire? _____

PART 4:   EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

☐ The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and

☐ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

☐ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

☐ Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

_____

_____

_____

THIS FORM APPROVED AS TO FORM BY CORPORATION COUNSEL 2 JUNE 2000

PART 5.   GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- [ ] Service Contract
- [ ] Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

_____

_____

_____

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

_____

_____

_____

PART 6:   VENDOR AFFIDAVIT:

I __Edward Bailey_____ a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: _Edward Bailey_____ DATE: _10/28/16_____

PRINTED NAME: _Edward Bailey_____

TITLE: _President and CEO_____

CITY OF BOSTON
JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: **Covered Vendor (or Subcontractor) Information:**

Name of Vendor: _Dataminr, Inc._

Local Contact Person: _Mary Chang_

Address _6 E. 32nd St., 2nd Floor_   _New York_   _10016_
      Street   City   Zip

Telephone #: _646-701-7826_   Fax #: _646-701-7818_

E-Mail: _accounting @ dataminr.com_

Part 2: **Name of the program or project under which the Contract or Subcontract is being awarded:**_____

Boston Police Department

Part 3: **Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:**

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< $14.23 p/h	$14.23 p/h- $15.00 p/h	$15.01 p/h- $20.00 p/h	> $20.01 p/h
See attached				
" Appendix A "				

B. Total number of Covered Employees: ___181___

C. Number of Covered Employees who are Boston residents: ___0___

D. Number of Covered Employees who are minorities: ___75___

E. Number of Covered Employees who are women: ___58___

Part 4: Covered Vendor's Past Efforts and Future Goals (Use additional sheets of paper if necessary in answering any of these questions):

Describe your past efforts and future goals to hire low and moderate income Boston residents:

See attached "Appendix B"

Describe your past efforts and future goals to train Covered Employees:

same as above

Describe the potential for advancement and raises for Covered Employees:

same as above

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

same as above

Part 5: **Service Contracts:**

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

SUBCONTRACTOR	ADDRESS	AMOUNT OF SUBCONTRACT
None		

NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236 or your Contracting Department.

Part 6: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) _Edward Bailey_ (Authorized *Representative of the Covered Vendor)* on behalf of (print or type) _____ _Dataminr, Inc._ *(name of Covered Vendor)* hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

Edward Bailey   _10/28/16_
Signature   Date

President and CEO
Position with Covered Vendor

Appendix A

Last Name	First Name	Job Title	Wage Range
Amos	Sarah	Senior Domain Expert	> $20.01 p/h
Anzaroot	Sam	Data Scientist	> $20.01 p/h
Ashy	Taylor	Account Executive, Corporate Security	> $20.01 p/h
Atkins	Owen	Account Executive, Inside Sales	> $20.01 p/h
Ayo-Ani	Oyindamola	Business Analyst	> $20.01 p/h
Bachman	Benjamin	Software Engineer, Platform	> $20.01 p/h
Bailey	Edward	Founder & CEO	> $20.01 p/h
Bailey	Peter	Chief Strategy Officer	> $20.01 p/h
Baker	Isabel	Senior Domain Expert	> $20.01 p/h
Basu	Suswati	Domain Expert, News	> $20.01 p/h
Beck	Lisa	QA Engineer - Front End	> $20.01 p/h
Berke	Alex	Business Development Lead, Public Sector	> $20.01 p/h
Bienapfl	Clayton	Site Reliability Engineer	> $20.01 p/h
Borelli	Catherine	Director of Marketing, Corporate Security & Public Sect(	> $20.01 p/h
Borzooyeh	Brett	Manager, Domain Expert	> $20.01 p/h
Broomhead	Christine	Manager, Marketing & Sales Enablement	> $20.01 p/h
Brown	Mikaela	Domain Expert	> $20.01 p/h
Buie	Dahniel	Domain Expert, Finance	> $20.01 p/h
Cai	Amelia	Domain Expert, Finance	> $20.01 p/h
Carbone	Nicholas	Senior Domain Expert, News	> $20.01 p/h
Carney	Graham	Domain Expert, Finance	> $20.01 p/h
Carofano	John	Associate Product Manager	> $20.01 p/h
Carrion	Jerry	IT Systems Administrator	> $20.01 p/h
Chang	Chih-Hua	Accounting Manager	> $20.01 p/h
Chapman	Ryan	Site Reliability Engineer	> $20.01 p/h
Chiosie	Nicholas	Manager, Domain Expert	> $20.01 p/h
Clarke	Brian	Manager, Domain Expert	> $20.01 p/h
Coleman	Miles	Domain Expert	> $20.01 p/h
Consuegra	Eduardo "Eddy"	Sales Development Representative	> $20.01 p/h
Cooperman	Frances	SVP, Marketing	> $20.01 p/h
Cullen	Charles	Domain Expert	> $20.01 p/h
DeJohn	Irving	Manager, Features	> $20.01 p/h
Deng	Jingwen	Software Engineer	> $20.01 p/h
DeVoe	Thomas	Software Engineer - Data	> $20.01 p/h
Dick	Darren	SVP, Public Sector	> $20.01 p/h
DiOrio	Michael	VP, Operations	> $20.01 p/h
Do	Ha Phuong Tha(	Junior Domain Expert, Finance	> $20.01 p/h
Drayton	Alexis	Manager, Marketing & Sales Enablement	> $20.01 p/h
Drummond-Ha\	Thomas	Manager, Corporate Security	> $20.01 p/h
Du	Tony	Senior Software Engineer - Platform	> $20.01 p/h
Dunn	Adriana	Director of Marketing, News	> $20.01 p/h
Dunn	Daniel	VP, Product Engineering	> $20.01 p/h
Elkaim	Jonathan	Account Executive, Inside Sales	> $20.01 p/h
Faley	Katherine	Client Engagement Manager, Public Sector	> $20.01 p/h
Farahan	Alon	Junior Domain Expert, Public Sector	> $20.01 p/h
Feuerstein	Bryce	Director, Product Management	> $20.01 p/h
Foreman	Ling	Recruiter	> $20.01 p/h
Fraser IV	Robert	Software Engineer - Test	> $20.01 p/h
Gadzinski	Katherine	Administrative Assistant	> $20.01 p/h
Gaffney	Allison	Product Designer	> $20.01 p/h
Gentile	Nicholas	Domain Expert, Finance	> $20.01 p/h
Gershfeld	Leonard	Domain Expert, Public Sector	> $20.01 p/h

Gillespie	Andrew	Product Designer	> $20.01 p/h
Goldman	George	VP, Finance Sales	> $20.01 p/h
Golen	Kevin	Senior Domain Expert, News	> $20.01 p/h
Gorczynski	Benjamin	Domain Expert, Public Sector	> $20.01 p/h
Gormley	Christopher	Manager, Corporate Security	> $20.01 p/h
Gottesman	Vered	Senior Manager, Brand Marketing & Marketing Operatic	> $20.01 p/h
Groves	William	Data Scientist	> $20.01 p/h
Guadagno	Maureen	Recruiter	> $20.01 p/h
Guarente	Jeffrey	Senior Data Scientist	> $20.01 p/h
Gugale	Kunal	Software Engineer - Data	> $20.01 p/h
Gunanathan	Sudharsan	Senior Software Engineer - Platform	> $20.01 p/h
Haley	Keara	Software Engineer	> $20.01 p/h
Hamill	Kristen	Domain Expert	> $20.01 p/h
Hamilton	Catherine	Domain Expert, News	> $20.01 p/h
Hao	Guohua	Senior Data Scientist	> $20.01 p/h
Hartman	Abigail	Administrative Assistant & Marketing Event Coordinato	> $20.01 p/h
Hartney	Maureen	Domain Expert	> $20.01 p/h
Herman	Luke	Manager, Research & Analysis	> $20.01 p/h
Hingel	Guillaume	Domain Expert, Finance	> $20.01 p/h
Horowitz	Liza	Manager, Finance News	> $20.01 p/h
Howard	Michael	Domain Expert, News	> $20.01 p/h
Hunter	Kathleen	Client Engagement Manager, News	> $20.01 p/h
Im	Sung Jin	Director, FP&A	> $20.01 p/h
Jack	Robert	Account Executive, Inside Sales	> $20.01 p/h
Jenkins	Abigail	Domain Expert	> $20.01 p/h
Jia	Haoran	Software Engineer	> $20.01 p/h
Johnson	Casey	Director, Public Sector	> $20.01 p/h
Johnson	Jason	Software Engineer	> $20.01 p/h
Jouavel	Jason	Domain Expert, News	> $20.01 p/h
Kantor	Rebecca	Enterprise Sales Development, News & Finance	> $20.01 p/h
Karpekov	Aleksandr	Domain Expert	> $20.01 p/h
Kerchner	Corey	Domain Expert, Public Sector	> $20.01 p/h
Kessler	Ingrid	VP, People	> $20.01 p/h
Kessler	Jason	Senior Manager, News	> $20.01 p/h
Killebrew	Vanessa	Director, European Commercial Markets	> $20.01 p/h
Kim	Juwon	Domain Expert	> $20.01 p/h
Kinsey	Jeffrey	Co-Founder & CTO	> $20.01 p/h
Krasny	Yan	Software Engineer	> $20.01 p/h
Krzelj	Karina	Domain Expert	> $20.01 p/h
Lallier	Ryan	VP, Inside Sales	> $20.01 p/h
Lee	Jai-Sun	Director, Public Sector	> $20.01 p/h
Lesnewich	John	QA Engineer - Front End	> $20.01 p/h
Levine	Pia	Senior Accountant	> $20.01 p/h
Levy	Ron	Account Executive, Inside Sales	> $20.01 p/h
Li	Jaimie	Software Engineer	> $20.01 p/h
Liu	Yuzhui	Software Engineer - Platform	> $20.01 p/h
Liu	Yang	Data Scientist	> $20.01 p/h
Long	Jeffrey	Director, Public Sector	> $20.01 p/h
Looft	Christopher	Domain Expert	> $20.01 p/h
Maddox	Jack	Domain Expert	> $20.01 p/h
Manikas	Justin	Director, Finance	> $20.01 p/h
Mata	Robert	Director of Marketing, Finance	> $20.01 p/h
McCrae	Brett	Client Engagement Manager, Public Sector	> $20.01 p/h
McHugh	Anthony	Senior Domain Expert	> $20.01 p/h
Mehmood	Mariam	Senior Accountant	> $20.01 p/h

Mellen	Riley	Domain Expert	> $20.01 p/h
Mellis	Marina	Associate Product Manager	> $20.01 p/h
Mendolia	Nicholas	Domain Expert	> $20.01 p/h
Meyer	Joel	SVP, Public Sector	> $20.01 p/h
Miles	Nicole	VP, Operations Engineering	> $20.01 p/h
Modi	Shyam	Associate Product Manager	> $20.01 p/h
Monan	Edward	Manager, Corporate Security	> $20.01 p/h
Monan	Daniel	Domain Expert	> $20.01 p/h
Montalbo	Charrel	Junior Product Designer	> $20.01 p/h
Murphy	Kanin	Senior Domain Expert, News	> $20.01 p/h
Muse	Heather	Senior Domain Expert	> $20.01 p/h
Naik	Jay	SVP, Product & Operations	> $20.01 p/h
Nelson	Dawud	Domain Expert, Finance	> $20.01 p/h
Norberg	Nicholas	Domain Expert	> $20.01 p/h
Norman	Mark	VP, News	> $20.01 p/h
Noto	David	Domain Expert, News	> $20.01 p/h
Nutt	Caroline	Domain Expert, Public Sector	> $20.01 p/h
Oliver	Edward	Senior Manager, Finance	> $20.01 p/h
Osseiran	Nael	Director of Global Partnerships	> $20.01 p/h
Pan	Chi-Chun	Chief Data Scientist	> $20.01 p/h
Patel	Kaylash	Director, EMEA Commercial Markets	> $20.01 p/h
Patella	Louis	Senior Manager, Operations	> $20.01 p/h
Pease	David	Client Engagement Manager, Public Sector	> $20.01 p/h
Pekarovic	Julio	CFO	> $20.01 p/h
Pineiro	Jennifer	Domain Expert, News	> $20.01 p/h
Plambeck	Meghan	Director, News	> $20.01 p/h
Powers	Samuel	Client Engagement Manager, Public Sector	> $20.01 p/h
Pradhan	Karan	Software Engineer - Platform	> $20.01 p/h
Ramsamooj	Vidya	Chief of Staff	> $20.01 p/h
Remizowski	Leigh	Senior Domain Expert, News	> $20.01 p/h
Roarty	Dominic	Manager, Domain Expert	> $20.01 p/h
Rom	Sheila	Manager, Domain Expert	> $20.01 p/h
Rudd	Andrew	Manager, Data Analysis	> $20.01 p/h
Rudra	Geetika	Domain Expert, News	> $20.01 p/h
Rueda	Edward	Domain Expert, News	> $20.01 p/h
Ryan	Patrick	SVP, Public Sector	> $20.01 p/h
Sack	Jordan	Domain Expert, Public Sector	> $20.01 p/h
Santora	Garrett	Director, News	> $20.01 p/h
Schwartz	Steven	President, Commercial Markets	> $20.01 p/h
Seaman	Richard	Domain Expert, Public Sector	> $20.01 p/h
Seidel	Cameron	Sales Development Representative	> $20.01 p/h
Seidel	Jessica	Domain Expert, Finance	> $20.01 p/h
Shelley	Samuel	Director, Product Management	> $20.01 p/h
Sherman	Corey	Software Engineer	> $20.01 p/h
Simonsen	Peter	Software Engineer	> $20.01 p/h
Sissoko	Aiche	Domain Expert, News	> $20.01 p/h
Smith	Garrett	Domain Expert, Finance	> $20.01 p/h
Smyth	Rebekah	Domain Expert, News	> $20.01 p/h
Solomon	Jesse	Client Engagement Manager, Finance	> $20.01 p/h
Starr	Jason	Client Engagement Manager, Public Sector	> $20.01 p/h
Stein	Brian	Director, Real Estate & Workplace	> $20.01 p/h
Stenzel	Jan	Domain Expert	> $20.01 p/h
Surowicz	Mischa	Director, News	> $20.01 p/h
Swavely	Rigel	Software Engineer - Data	> $20.01 p/h
Takahashi	Yoshiyuki	Senior Data Analyst	> $20.01 p/h

Truesdell	Samuel	Domain Expert	> $20.01 p/h
Tucker	Veronica	Manager, Talent & Organizational Development	> $20.01 p/h
Turner	Ernest	Front End Manager	> $20.01 p/h
Twombly	Dillon	VP, Corporate Security	> $20.01 p/h
Umana	Felipe	Domain Expert, Public Sector	> $20.01 p/h
Vieira	Jonas	Domain Expert	> $20.01 p/h
Walker	Rageim	Director, FP&A	> $20.01 p/h
Watson	James	Software Engineer	> $20.01 p/h
Weber	Monica	Client Engagement Manager, Corporate Security	> $20.01 p/h
Weiss	Andrea	QA Engineer - Front End	> $20.01 p/h
Welty	John	Domain Expert	> $20.01 p/h
Wilcox	Jason	SVP, Engineering	> $20.01 p/h
Winder	Robert	Senior Manager, News	> $20.01 p/h
Worley	Mark	Domain Expert	> $20.01 p/h
Wu	Elaine	Software Engineer - Data	> $20.01 p/h
Wu	Wenna	People Specialist	> $20.01 p/h
Wyatt	Ronald	Technical Support Engineer	> $20.01 p/h
Yeung	Amy	VP, Legal	> $20.01 p/h
Zhu	Xianshu	Data Scientist	> $20.01 p/h

Appendix B

1. Dataminr is an equal opportunity and affirmative action employer. Individuals seeking employment at Dataminr are considered without regards to race, sex, color, creed, religion, national origin, age, disability, genetics, marital status, pregnancy, unemployment status, sexual orientation, citizenship status or veteran status.

All of our open position are posted on dataminr.com and LinkedIn, which are free and accessible to everyone, including residents of Boston.

2. Dataminr has a Talent and Development Manager who provides internal required and soft skills training as well as a professional development program which reimburses employees for external training in support of their goals and responsibilities.

3. Dataminr conducts quarterly OKR reviews and annual promotion and compensation reviews. Through managers, employees are given clear directions for obtaining advancement. We also provide mentorship and cross training opportunities.

4. We do not expect a net increase and decrease in the number of jobs as a result of this Service Contact.

Appendix D. Dataminr's End User License Agreement

⑤ Dataminr

SERVICE ORDER

Service Order Number:	**Date:**	
Customer:		**Contact:**
Address:		**Phone:**
Email:		**Fax:**

Services:

This Service Order is for:

    [X] Dataminr Alerting Software Application
    ☐ Add-On Module(s) under existing Service Order Number

Customer Group Ordering Services:_____

License Start Date: _____

Group or Market Data/Operations Contact:_____

Billing Contact:_____

Fees:

Payment Schedule: Dataminr invoices within 30 days of contract execution and payment is due on or before 30 days following billing receipt.

Method of Payment:	**Initial Term:** Twelve (12) months.
☐ CSA/CCA	
☐ Wire Transfer	
☐ Check	

Agreement

This agreement ("Agreement") is entered into as of the date indicated above (the "Effective Date") between Dataminr, Inc. with offices at 6 E. 32nd Street, Floor 2, New York NY 10016, ("Dataminr"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Service Order, Dataminr's standard License Agreement, which: (i) has been previously provided and agreed to by Customer; or (ii) is attached hereto, as well as any Service Orders previously or subsequently entered into by the parties. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in the Agreement to the exclusion of all other terms.

Dataminr, Inc.:

By:_____

Name:_____

Title:_____

Customer:

By: _____

Name:_____

Title:_____

DATAMINR, INC.
COMMERCIAL END-USER
LICENSE AGREEMENT

By signing an order or other document to which this License Agreement is attached ("Order Form"), each of Dataminr, Inc. ("Dataminr") and the customer ("Customer") specified on such Order Form agrees and acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Agreement. Capitalized terms not defined herein shall have the meaning set forth on the Order Form.

1. Definitions.

1.1 "Authorized Users" means employees or independent contractors of Customer who are authorized by Customer to access and utilize the Dataminr System, up to the maximum number set forth in the Order Form.

1.2 "Dataminr System" means the Dataminr's product as described in the Order Form, comprised of (i) executable software to be used on Customer's computers and devices (the "Resident Software") and (ii) executable software to be accessed remotely through the Internet as hosted by Dataminr (the "Hosted Software"). Except as expressly provided in an addendum to this License Agreement, the Dataminr System shall not include any Application Programming Interface or computer software source code.

1.3 "Fees" means the fees set forth on the Order Form.

2. License and Restrictions.

2.1 License to Use the Dataminr System. Subject to Customer's payment of the applicable Fees, Dataminr grants to Customer, on the terms and conditions set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited license for Customer's Authorized Users to access and use the Dataminr System for the purpose of accessing, analyzing, and receiving alerts from, Twitter data ("Output"). Customer shall not change or modify the Dataminr System in any way. Nothing herein grants any rights to Customer to rent, resell, or to remarket the Dataminr System or to provide access to the Dataminr System to any third party other than to provide access to its Authorized Users.

2.2 Restrictions on Users. Customer shall ensure that its Authorized Users shall comply with the terms and conditions of this Agreement. Customer shall not permit its Authorized Users to use or access the Dataminr System other than as expressly provided herein. Dataminr may terminate an Authorized User's access to the Dataminr System if Dataminr reasonably believes that such individual is in breach of system security or is otherwise misusing or abusing the Dataminr System or access to the Dataminr System. Dataminr reserves the right to suspend or terminate any part or portion of the Dataminr System if it reasonably believes that Customer is misusing or abusing such Dataminr Systems or is otherwise in breach of this Agreement. Nothing in this Section 2.2 imposes on Dataminr an obligation to supervise or monitor use of the Dataminr Systems.

2.3 Compliance with Laws. Customer represents and warrants that it shall not use, or permit its Authorized Users to use, the Dataminr System in any way that violates applicable law or regulation, infringe or violate the rights of others, including, but not limited to, third party intellectual property rights, privacy, and publicity rights, or interfere with other users of Dataminr's services.

2.4 Authorized Users. Customer shall be permitted access and use of the Dataminr System for no more than the number of specific Authorized Users set forth on the Order Form. Customer's assigned username and passwords shall be maintained as confidential by Customer and shall not be distributed or disclosed, except for use by Authorized Users or as otherwise necessary for Customer's internal administration. It is Customer's responsibility to immediately terminate all authorizations of an Authorized User, through the interface provided by the Dataminr System or by written notice to Dataminr, upon its knowledge or belief that such an authorization is insecure or may be subject to a breach of this Agreement, including without limitation a breach of confidentiality. Customer is responsible for all acts and omissions of its Authorized Users utilizing its usernames, passwords, access rights, and authorizations.

2.5 Restrictions on Use. Customer shall not, and shall not permit any person or entity to: (i) use the Dataminr System on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (ii) alter or make derivative works of the Dataminr System; (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Dataminr System or any portion thereof; (iv) use, or allow the use of, the Dataminr System for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations; (v) introduce in or to the Dataminr System any virus or implement a denial of service attack or introduce or implement any other code or routine which results in disruption or damage to the Dataminr System, alter, damage or delete any data or retrieve or record information about the Dataminr System or its uses; (vi) act in a fraudulent, tortious malicious, or negligent manner when using the Dataminr System; (vii) employ programmatic scraping of Dataminr email alerts or programmatic extraction of data from the Dataminr graphical user interface for any purpose; or (viii) distribute the Output to any third party except as expressly permitted by Section 2.6 below.

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2.6 Limited Distribution of Output. Customer may disclose the Output to (i) any other employees of Customer and (ii) to third parties on a case-by-case basis solely to the extent necessary to fulfill Customer's business or administrative purposes with respect to the risks and activities identified by such Output; provided that, in any event, Customer shall not provide Output in a bulk, programmatic or automated manner to any individual who is not an Authorized User.

2.7 Access to Internet. The Hosted Software is provided solely via remote access through the Internet. Dataminr does not provide Internet service or hardware systems. In order to access and use the Hosted Software, the Customer shall, at its own cost and expense, provide all equipment, operating systems, and software (including a compatible Web browser) needed to use and access the Hosted Software in accordance with the technical requirements in Dataminr's documentation. Customer shall also provide, at its own cost and expense, all connections from its computer systems to the Hosted Software.

3. **Payment.**

3.1 Fees. Fees shall be payable in accordance with the Order Form. Dataminr may require certain Fees to be pre-paid to Dataminr from time to time, in order to access certain functionality of the Dataminr System for which additional fees accrue. If not otherwise specified, Fees will be invoiced in advance, and will be due within thirty (30) days of invoice. Dataminr may change the Fees from time to time hereunder by providing sixty (60) days' prior notice to Customer; provided that any change in Fees with respect to a particular Service Order shall not go into effect until the commencement of the next renewal term of such Service Order.

3.2 Late Payments. In the event of late payment, Customer shall pay to Dataminr a monthly interest charge equal to an interest rate on the overdue amount equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest lawful rate allowed. Dataminr may add the cost of reasonable attorney and collection fees required to collect on the unpaid balance of an invoice. Dataminr may suspend all or any portion of the Dataminr System if Customer does not pay Fees promptly when due.

3.3 Taxes. Customer is responsible for paying all applicable fees and taxes it or its Authorized Users may incur in connection with access to the Dataminr System. Customer agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Customer to Dataminr hereunder, this Agreement or the Dataminr System provided by Dataminr to Customer pursuant hereto and any taxes or amounts in lieu thereof paid or payable by Dataminr, excluding taxes based on Dataminr's net income.

4. **Intellectual Property and Content Rights.**

4.1 Ownership of the Dataminr System. Customer agrees and acknowledges that, as between Customer and Dataminr, Dataminr is the sole and exclusive owner of the Dataminr

System and all Output thereof ("Dataminr Materials"). Customer understands and agrees that the Dataminr Materials may only be used by Customer for Customer's internal business purposes. Customer further understands and agrees that Customer may not resell, distribute, or otherwise make the Dataminr Materials available to any third party, in whole or in part, except as otherwise agreed in Section 2.6. Customer agrees and acknowledges that the Dataminr Materials are, and are comprised of, concepts, approaches, methodologies, know how, models, tools, generic industry information, knowledge and experience and other intellectual property rights of Dataminr (collectively, "Dataminr IP"), and that such Dataminr IP is and shall remain the proprietary and confidential information of Dataminr.

4.2 Customer Content and Data. Customer and its Authorized Users will submit User-defined alert parameters, and may submit other content and/or data, to the Dataminr System from time to time during the Term (collectively, "Submitted Content"); provided that such Submitted Content shall only be provided to Dataminr in compliance with applicable law and regulation. Customer and its Authorized Users shall submit such Submitted Content in the format(s) that are accepted and can be processed by the Dataminr System, as set forth on the Dataminr System from time to time. Customer covenants that it will supply Dataminr or the Dataminr System only with Submitted Content that Customer has the right to supply for the purposes set forth in this Agreement. Customer hereby grants to Dataminr the non-exclusive right for Dataminr to record anonymous, aggregated statistics regarding its Authorized Users' access to and use of the Dataminr System in a manner in which such data does not identify Customer or any of its Authorized Users ("Statistical Data") and to analyze, copy, use and disclose such Statistical Data during and after the term of this Agreement in any manner, including, without limitation, in connection with improving the Dataminr System and other Dataminr products and services.

4.3 Customer Suggestions. Customer hereby grants to Dataminr a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, sublicensable, transferable license to use or incorporate into the Dataminr System or any other services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Authorized Users relating to the Dataminr System.

4.4 Trademarks. Customer acknowledges that "Dataminr" and any other trademarks and service marks adopted by Dataminr to identify the Dataminr System belong to Dataminr.

5. **Confidentiality.**

5.1 Confidentiality. Each party shall keep confidential and shall not use or disclose (except in connection with that party's performance hereunder) any information disclosed to it by the other party that is marked as "confidential" (or with a similar legend) or should reasonably be understood by the parties to be confidential ("Confidential Information"), subject to

Section 2 and 4 hereof and to clauses (i) and (ii) below. For the avoidance of doubt, the Dataminr Materials are the Confidential Information of Dataminr and the Submitted Content is the Confidential Information of Customer. The following shall not constitute "Confidential Information" of Customer or Dataminr:

(i) information that was publicly available (whether for a fee or free) or generally in the possession of the non-disclosing party at the time of disclosure to such party, and

(ii) information that subsequently becomes publicly available through no fault of the non-disclosing party.

6. Limited Warranty & Warranty Disclaimers.

6.1 <u>Authority</u>. Each party represents and warrants that it has the power to enter into this Agreement and that the execution of this Agreement has been duly authorized.

6.2 <u>Limited Warranty</u>. Dataminr warrants that the Dataminr System will perform in material accordance with the user documentation during the Term. Dataminr's sole obligation and Customer's exclusive remedy for any breach of this warranty is limited to (i) repair of the Dataminr System by Dataminr, or (ii) in the event that Dataminr is unable, in its sole discretion, to repair the Dataminr System after using its commercially reasonable efforts, terminating this Agreement and providing a pro-rata refund of the Fees paid to Dataminr for the Dataminr System applicable to periods after such termination. Dataminr shall only be required to provide such remedies during the Term of this Agreement. Dataminr's obligations hereunder for breach of the warranty are conditioned upon Customer notifying Dataminr of the breach in writing within five (5) business days of performance, and providing Dataminr with sufficient documentation of such non-conformity to enable Dataminr to verify the same.

6.3 <u>Customer Acknowledgement</u>. Customer acknowledges and agrees that Customer is solely responsible for its Authorized Users' use of the reports, data, instruction or information generated, obtained or otherwise received by such Authorized Users in connection with the Dataminr System. Customer is solely responsible for all Submitted Content and all results of use of such Submitted Content. Dataminr and its suppliers and licensors are not liable or responsible for any of the educational materials provided through the Dataminr System or for any results of Customer's and its Authorized Users' use of the Dataminr System. Customer must not rely on the Dataminr System for storage of data. Any valuable data of Customer should be stored by Customer through other means. Dataminr shall not be responsible for any damages arising from loss of data.

6.4 <u>DISCLAIMER</u>. The parties acknowledge that the Services are provided "AS IS". CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DATAMINR SYSTEM MAY CHANGE OVER TIME. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, DATAMINR AND ITS SUPPLIERS MAKE AND GIVE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, WITH REGARD TO THE DATAMINR SYSTEM AND ANY COMPONENTS THEREOF, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND W ARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER DATAMINR NOR ITS SUPPLIERS WARRANT THAT (A) THE DATAMINR SYSTEM WILL MEET CUSTOMER'S NEEDS, (B) THE DATAMINR SYSTEM WILL BE ERROR-FREE OR ACCESSIBLE AT ANY GIVEN TIME, OR (C) THE USE OR THE RESULTS OF THE USE OF THE DATAMINR SYSTEM WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE.

7. Limitation of Liability.

7.1 <u>DISCLAIMER</u>. WITHOUT LIMITING THE PARTIES' OBLIGATIONS PURSUANT TO SECTION 8 HEREOF, NEITHER DATAMINR NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, OR (C) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, IN EACH CASE EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 <u>Limitation</u>. THE AGGREGATE LIABILITY OF DATAMINR TO CUSTOMER FOR ANY REASON RELATED TO THIS AGREEMENT OR THE DATAMINR SYSTEM AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT OF FEES DATAMINR ACTUALLY RECEIVES FROM CUSTOMER HEREUNDER DURING THE IMMEDIATELY PRECEDING SIX (6) MONTHS FROM WHEN THE CLAIM FOR LIABILITY AROSE. Subject only to such limitation and to any obligations arising pursuant to section 8, the limitation of liability in the foregoing sentence shall apply to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, strict liability, misrepresentations, and other torts. This section 7 shall not limit liability arising from gross negligence or willful misconduct.

8. Indemnification.

8.1 <u>By Dataminr</u>. Dataminr will indemnify, defend and hold Customer, its affiliates, officers, directors, consultants and employees harmless from any and all amounts actually paid

to third parties in connection with claims, liabilities, damages and/or costs (including but not limited to, reasonable attorneys' fees) (collectively, "Losses") relating to any claim that the Service, as provided by Dataminr to Customer under this Agreement and used within the scope of this Agreement, infringes or misappropriates any U.S. patent or copyright of such third parties (each, an "Infringement Claim"), provided that Customer: (a) promptly notifies Dataminr in writing of the Infringement Claim (provided that any failure to provide prompt notification shall not relieve Dataminr of its indemnification obligations unless such failure results in material prejudice to Dataminr); (b) grants Dataminr the option to assume sole control of the defense and settlement of the Infringement Claim; and (c) provides Dataminr, at Dataminr's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Infringement Claim. In the event of any such Infringement Claim, Dataminr may, at its option: (i) obtain a license to permit Customer the ability to continue using the Service; (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time; or (iii) terminate this Agreement by providing notice to Customer, and provide Customer with a refund of any prepaid, unearned Fees (prorated on a daily basis for the then-current billing period). Notwithstanding the foregoing, Dataminr will have no liability for any Infringement Claim to the extent that it results from: (1) modifications to the Service made by a party other than Dataminr or its agents; (2) data accessed or generated by the Service (including, without limitation Third Party Materials (as defined below)); (3) the combination, operation or use of the Service with equipment, devices, data or software not provided or approved by Dataminr; (4) Customer's failure to use updated or modified versions of the Service provided by Dataminr to avoid a claim; (5) Dataminr's compliance with any specifications or requirements provided by Customer; or (6) Customer's use of the Service other than in accordance with this Agreement. Customer shall indemnify and hold harmless Dataminr from any and all Losses not covered by Dataminr's indemnification obligations set forth in this Section 8. The indemnification obligations set forth in this section are Dataminr's sole and exclusive obligations (and Customer's sole and exclusive remedies), with respect to infringement or misappropriation of intellectual property rights of any kind. Nothing herein shall restrict the right of Customer to participate in a claim, action or proceeding through its own counsel and at its own expense. For the avoidance of doubt, the indemnity in this paragraph is not subject to the provisions of Section 7.

8.2 <u>By Customer.</u> Customer shall defend any action brought against Dataminr to the extent it is based on a third party claim arising from Customer's business, provision of Submitted Content to Dataminr, or Customer's use of the Dataminr System, and Customer shall pay resulting third party costs and damages to the extent agreed to by Customer in a settlement or if finally judicially determined by a court of competent jurisdiction to have directly resulted from such

claims; provided, however, that the foregoing indemnity is not available unless: (a) Dataminr promptly notifies Customer in writing of any such claim, (b) Customer has sole control of the defense and all settlement negotiations related to such claim and (c) Dataminr cooperates with Customer, at Customer's request and expense, in defending or settling such claim. Nothing herein shall restrict the right of Dataminr to participate in a claim, action or proceeding through its own counsel and at its own expense. For the avoidance of doubt, the indemnity in this paragraph is not subject to the provisions of Section 7.

9. **Term and Termination.**

9.1 <u>Term.</u> This Agreement shall have an initial term (the "Initial Term") that commences on the Effective Date and expires one (1) year after the Effective Date or as otherwise set forth in the applicable Order Form, if any; provided that this Agreement shall automatically renew for successive one (1) year periods upon the expiration of the then-current term (each, a "Renewal Term") unless either party provides written notice of termination of this Agreement at least ninety (90) days prior to the expiration of the then-current term or as may otherwise be provided in the Order Form (the Initial Term, together with each Renewal Term are referred to herein as the "Term"). The Term shall be automatically extended for each Order Form until the expiration or termination of such Order Form according to its terms, unless such Order Form is sooner terminated pursuant to Section 9.2 hereof.

9.2 <u>Termination.</u>
(a) Dataminr reserves the right to immediately suspend access to the Services upon any Customer violation of this Agreement until such violation is cured. Either party may terminate this Agreement and/or any Order Form hereunder for (i) breach of the other party, effective either immediately or thirty (30) days after the delivery of notice of termination specifying such breach, unless the breaching party cures such breach within such thirty (30) day period, at the non-breaching party's option or (ii) a force majeure event that continues for fifteen (15) days.

(b) In the event that Dataminr or Customer become or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then Dataminr or Customer as the case may be, may, by giving written notice thereof, terminate this Agreement and each Order Form as of a date specified in such notice of termination.

9.3 <u>Effect of Termination.</u> Upon expiration or termination of this Agreement for any reason, Dataminr shall be entitled to payment for Services rendered and for expenses and obligations incurred in connection with this Agreement prior to the effective date of termination. All fees shall be non-refundable. Sections 1, 3, 4, 5, 6, 6.3, 6.4, 7, 8, 9.3, 9.4 and 10 shall survive the expiration or termination of this

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Agreement according to their terms. Termination will be in addition to and not in lieu of any equitable remedies available to the parties. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from or incident to any suspension or termination as expressly allowed under this Agreement by such party or any expiration hereof which complies with the terms of the Agreement, whether or not such party is aware of any such damage, loss or expenses.

9.4 <u>Submitted Content After Termination</u>. Upon expiration or termination of this Agreement, Dataminr shall have no obligation to maintain any Submitted Content and may delete all Submitted Content in its systems or otherwise in its possession or under its control, including deleting all Submitted Content stored on system's maintained by Dataminr's designated data repository and storage supplier.

10. **Miscellaneous.**

10.1 <u>Independent Contractor and Subcontractors</u>. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. No employee of Dataminr shall be deemed an employee of Customer. Except as otherwise expressly agreed, Customer will have no direct control over Dataminr or its employees. Dataminr agrees that it shall be Dataminr's responsibility to withhold all taxes required by law to be withheld from the compensation of the employees performing Services hereunder. Dataminr may engage additional support by a subcontractor without notice to or consent of Customer.

10.2 <u>Equal Opportunity</u>. Dataminr agrees that it will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, disability or national origin. Dataminr certifies that it has developed and presently maintains a written affirmative action compliance program in accordance with applicable requirements set forth in 41 C.F.R. Section 60–1.40.

10.3 <u>Third-Party Materials, Hardware and Software</u>. Customer acknowledges and agrees that: (i) the Services may incorporate certain information, data and materials received from Dataminr's third party licensors and data vendors ("Third Party Materials"); (ii) Third Party Materials may only be used in conjunction with the Service; and (iii) Customer's use of the Third Party Materials shall at all times be subject to (and Customer agrees it is bound by) the third party terms, conditions and notices set forth at https://app.dataminr.com/third-party-lic.html (the "Third Party Terms Site")(collectively, the "Third Party Terms" and attached as <u>Exhibit A</u>), and which are hereby incorporated into this Agreement by this reference. Per these Third Party Terms, Dataminr reserves the right to integrate additional safeguards to prevent the product from being used for surveillance purposes. Dataminr cannot and does not guarantee that the Service shall incorporate (or continue to incorporate) any particular Third Party Materials. Further, the

Services provided under this Agreement may necessitate use of certain third party hardware, software and/or data products by Customer. Customer shall be solely responsible for obtaining licenses to such third party hardware, software or data for its own use, subject to any expenses contemplated pursuant to this Agreement.

10.4 <u>No Third-Party Beneficiaries and Customer's Representative's</u>.

(i)Dataminr and Customer mutually agree that this Agreement is intended to be solely for the benefit of the parties hereto and that no third parties shall obtain any direct or indirect benefits from the Agreement, have any claim or be entitled to any remedy under this Agreement or otherwise in any way be regarded as third party beneficiaries under this Agreement. Nothing in this Agreement shall be construed as giving any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof.

(ii) In the event Customer requests that Dataminr interact with, take direction from or otherwise engage with Customer's third party vendors, representatives or service providers, Dataminr shall have no liability to Customer for such interaction, direction or engagement.

10.5 <u>Publicity</u>. Neither party shall make any reference to the existence of this Agreement in any prospectus, proxy statement, offering memorandum, or similar document without the other party's prior written consent, which such party may, in its reasonable discretion, withhold; provided that either party may disclose this Agreement and the existence hereof to the extent required by applicable law or regulation or to defend against a claim by the other party.

10.6 <u>Assignment</u>. Neither party may assign its respective rights under this Agreement without the prior written consent of the other party, except that Dataminr may assign this Agreement, without consent, to any successor to or acquirer of its business related to this Agreement. Dataminr may subcontract its obligations hereunder (provided that Dataminr shall at all times remain responsible for any such subcontractor's performance hereunder). This Agreement shall be binding on permitted successors and assigns. Any assignment not in accordance with this Section 10.6 shall be null and void.

10.7 <u>Force Majeure</u>. Neither Customer nor Dataminr shall be liable to the other for any delay or failure to perform any of the Services or perform obligations set forth in this Agreement due to a cause beyond its reasonable control. Performance times shall be considered extended for the period required to make up the Services lost because of such cause subject the termination rights set forth in Section 9.2(a).

10.8 <u>Entire Agreement; Amendments</u>. This Agreement, together with the Order Form and Third Party Terms), constitutes the entire agreement and understanding among the parties hereto with respect to the subject hereof and merges and supersedes all prior discussions and writings with respect hereto. Except

as otherwise set forth herein with respect to Third Party Terms, any modifications of this Agreement must be in writing and signed by both parties hereto.

10.9 Injunctive Relief. Customer acknowledges and agrees that due to the unique nature of Dataminr's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Customer or third parties to unfairly compete with Dataminr resulting in irreparable harm to Dataminr, and therefore, that upon any such breach or threat thereof, Dataminr shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law (without the requirement of posting a bond).

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to any choice of law provision that would apply the laws of another jurisdiction. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts located in New York, New York with respect to any actions for enforcement of or breach of this Agreement. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

10.11 Government Rights. The Dataminr System consists of commercial computer software and commercial computer software documentation, and Dataminr System, together with any services rendered pursuant to this License Agreement, is a commercial item as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"). Customers and Authorized Users that are agencies, instrumentalities, or employees of the federal government of the United States shall have only those rights specified in this License Agreement, including any addenda, in accordance with Section 12.212 of the FAR, and/or Section 227.7202-3 of the Defense FAR Supplement, as applicable.

10.12 Severability. In the event that any term or provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government authority to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions will be unaffected thereby.

10.13 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument. An electronic copy of the signatures to this Agreement, including without limitation a .PDF or other image of the original signature, shall be as binding as the original itself.

[End of License Agreement]

Appendix E. Dataminr's Third Party Terms

Third Party Terms, Conditions and Notices

Welcome to Dataminr, Inc.'s ("Dataminr") third party terms page. When you access Dataminr's products and/or services ("Dataminr Products"), you may obtain access to certain information, data, products, services, components or materials provided by Dataminr's third party suppliers and licensors (collectively, "Third Party Materials"). Your access to and use of any Third Party Materials is subject to the terms and conditions set forth on this page (collectively, the "Third Party Terms"). If you have entered into a separate agreement with Dataminr that references these Third Party Terms, these Third Party Terms shall be incorporated into that separate agreement in accordance with the terms and conditions thereof.

Twitter

The following terms apply if you use or access any Twitter Content:

General. Use of the Twitter API, tweets, Twitter end user profile information, and any other content made available through the Twitter API or via other means by Twitter (collectively, inclusive of any Twitter trademarks or service marks incorporated therein, "Twitter Content") is subject to the Twitter Terms of Service (located at: http://twitter.com/tos), the Twitter Privacy Policy (located at http://twitter.com/privacy), the Twitter Rules (located at http://twitter.com/rules), and if applicable, the Twitter Developer Policy (located at https://dev.twitter.com/overview/terms/policy), and the Twitter Developer Rules of the Road (located at https://dev.twitter.com/terms/api-terms).

Use Restrictions. If you access Twitter Content in connection with a Dataminr Product, you may only use such content for internal purposes of verifying analysis performed by Dataminr, and you may only cache such content for as long as reasonably necessary to make use of the applicable Dataminr Product. You may not download or transfer, sell, rent, lease, sublicense to third parties, including without limitation via programmatic means such as an API or otherwise, any Twitter Content received through or in connection with a Dataminr Product. You will not publish or otherwise distribute any Twitter Content (or any extract thereof) that is, in whole or in part, derived from or surfaced by the Dataminr Products from either the Twitter service (e.g., via a Tweet or Retweet) or any third party site, application or platform, (i) unless you have first attempted to confirm the factual accuracy of such content via your then-current standard confirmation practices; (ii) such Twitter Content is published or distributed in a story related to the subject matter of such content on one of its own properties, and (iii) only if such Twitter Content does not comprise (by quantity or significance) a substantial portion of the content of such story.

Twitter User Protection. You will not (a) use Twitter Content or knowingly allow or assist any government entities, law enforcement, or other organizations to (i) conduct surveillance on Twitter Content or (ii) obtain information on Twitter's users or their Tweets, in each case that would require a subpoena, court order, or other valid legal process, or that would otherwise be inconsistent with Twitter users' reasonable expectations of privacy; (b) use Twitter Content or display, distribute or otherwise make available Twitter Content to any person or entity that User reasonably believes will use such data to violate the Universal Declaration of Human Rights (located at http://www.un.org/en/documents/udhr/), including without limitation Articles 12, 18, or 19; or (c) use Twitter Content for analysis or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes. Any law enforcement personnel seeking information about Twitter users will be referred to Twitter's Guidelines for Law Enforcement located at https://t.co/le.

Requirements. In connection with Twitter Content discovered by you via the Dataminr Products, you agrees to at all times adhere to the Twitter Developer Display Requirements, as currently set forth at https://dev.twitter.com/terms/display-requirements, and the Twitter Trademark and Content Display Policy, as currently set forth at https://twitter.com/logo . You will make Tweets actionable through the use of Twitter Web Intents when it displays Twitter Content (https://dev.twitter.com/pages/intents). Where you display a Twitter username independent of a Tweet, you will use the Follow Button to render the username text and enable the Follow action (https://about.twitter.com/resources/buttons).

Attribution Requirements and Exceptions. In connection with Twitter Content you discover via the Dataminr Products, you agree to adhere to the Attribution Requirements and Exceptions set forth at https://app.dataminr.com/public/attribution-requirements.pdf wherever it is both technically feasible and editorially relevant to do so.

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