

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD

TO: DATAMINR, INC. 135 MADISON AVENUE 9 TH FLOOR NEW YORK, NY 10016	DATE ISSUED: AUGUST 9, 2021 <hr/> CONTRACT NO: 22-OEM-SLA-375 CONTRACT TITLE: PUBLIC SAFETY COMMUNICATIONS <hr/>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. **22-OEM-SLA-375** including any attachments or amendments thereto.

EFFECTIVE DATE: AUGUST 9, 2021

EXPIRES: AUGUST 8, 2022

RENEWALS: FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIOD RENEWALS THROUGH AUGUST 9, 2022 THROUGH AUGUST 8, 2026.

COMMODITY CODE(S):

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT NO. 22-OEM-SLA-375

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JULIA CRAMER **VENDOR TEL. NO.: (610) 212-5127**

EMAIL ADDRESS: JCramer@Dataminr.com

COUNTY CONTACT: JEFFREY BERGIN **COUNTY TEL. NO.: (703) 228-7939**

COUNTY CONTACT EMAIL: JBergin@Arlingtonva.us

DocuSigned by:

 JB

PURCHASING DIVISION AUTHORIZATION

VANESSA MOOREHEAD Title PROCUREMENT OFFICER Date: 8/9/21

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

ARLINGTON AGREEMENT NO. 22-OEM-SLA-375

THIS AGREEMENT is made, on the date of **August 9, 2021** by the County, between **DATAMINR, Inc., located at 135 Madison Avenue, 9th Floor, New York, NY 10016** (“Contractor”), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

This Agreement

Exhibit A – Statement of Work

Exhibit B – Master Service Agreement

Exhibit C – Third Party Master Services Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Statement of Work” (Exhibit A), the primary purpose is to provide Individual Use Licenses for employees of Arlington County’s Department of Public Safety Communications and Emergency Management to access Dataminr software in a cloud environment. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

The Agreement will commence on **August 9, 2021** the date of execution by the County and will continue until **August 8, 2022** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor, and mutual written agreement by the parties, the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from **August 9, 2022**, to **August 8, 2026** ("Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until August 8, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

6. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit A. For the completion of work as required by the Contract Documents. The Contractor will complete the Work for total amount specified in this section ("Contract Amount").

For the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit A unless otherwise agreed by the parties in writing.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit A unless otherwise agreed by the parties in writing.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by

or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services, or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 30 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits. For the avoidance of doubt, if the County terminates this Contract for convenience, the County will not receive a refund of any pre-paid fees for periods following termination.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the

County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask, and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work, or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor will have no liability for any infringement claim to the extent that it results from: (i) data accessed or generated by the Services, as defined in Exhibit A (including, without limitation Third Party Materials); (ii) the combination, operation or use of the Services with equipment, devices, data or software not provided or approved by the Contractor; (iii) the Contractor's compliance with any specifications or requirements provided by the County; or (iv) the County's use of the Services or Third Party Materials other than in accordance with this Agreement.

21. CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information acquired by a party ("Receiving Party") in connection with this Agreement or from the other party ("Disclosing Party") that (i) is marked "confidential" or "proprietary", (ii) the Disclosing Party orally or in writing has advised the Receiving Party is confidential, or (iii) based on the nature of the material or the circumstances under which it was disclosed, a reasonable person would believe to be confidential at the time of disclosure. Confidential Information includes but is not limited to pricing information, computer programs, names and expertise of employees and consultants, know-how, business proposals, plans and operations, and other technical, business, customer, financial

and product development information of Disclosing Party. Without limiting the generality of the foregoing, any of the County's data or information provided by the County or inputted by County into the Services, including the County's alert parameters and watchlists (collectively, the "Customer Content") is Confidential Information.

Confidential Information does not include information: (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party; (ii) that is or has been disclosed to the Receiving Party by a third party who is not under (and to whom the Receiving Party does not owe) an obligation of confidentiality with respect thereto; or (iii) that is or has been independently acquired or developed by the Receiving Party. Additionally, the obligations of this Section shall not apply if the Receiving Party discloses Confidential Information of the Disclosing Party to the extent disclosure is required by court order or is otherwise required by law, on condition that, to the extent permitted by law, notice of such requirement by law for such disclosure is given to the Disclosing Party prior to making any such use or disclosure.

The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement and will disclose the Confidential Information of the Disclosing Party only to the Receiving Party's employees, agents, and contractors on a need- to- know basis. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party shall advise the Disclosing Party immediately in the event the Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement.

22. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

23. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

24. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

25. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

26. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

27. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants, or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

28. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

29. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and the County may request copies of relevant documents. The Contractor must provide any requested documents to the County for examination within 30 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor.

31. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations, or interests under this Contract without the prior written consent of the County. Notwithstanding the foregoing, either party may assign this Agreement to any successor to all or substantially all of its business or equity without the consent of the other party.

32. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

42. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

44. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Dataminr, Inc.
135 Madison Avenue, 9th Floor
New York, NY 10016
ATTN: Legal Department
Email Address: Dm-legal@dataminr.com

TO THE COUNTY:

Jeffrey E. Bergin
Department of Public Safety Communications and Emergency Management
1400 North Uhle Street, Suite 300
Arlington, VA 22201
Telephone No.: (703) 228-7939
Email Address: jbergin@arlingtonva.us

AND

Sharon Lewis, MLA, MPS, VCO, CPPB
Purchasing Division Chief
Arlington County Government
Department of Management & Finance
Arlington, VA 22201
Slewis1@arlingtonva.us

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

48. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- A. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- B. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- C. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- D. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

49. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion

of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- A. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- B. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. Evidence of contractual liability coverage must be typed on the certificate.
- C. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- D. Cyber Liability. Contractor will maintain Cyber Liability (network security and privacy liability insurance) with coverage limits of not less than \$2,000,000 per claim. The County is to be included an additional insured for the vicarious liability associated with this agreement.
- E. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on Commercial General Liability and any Umbrella/Excess policies; and the additional insured endorsement must be typed on the certificate.
- F. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- G. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- H. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance

required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

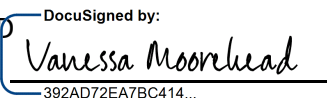
50. COUNTERPARTS

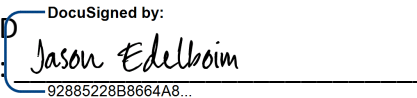
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DATAMINR, INC.

AUTHORIZED SIGNATURE:  392AD72EA7BC414...

AUTHORIZED SIGNATURE:  92885228B8664A8...

NAME: VANESSA MOOREHEAD
TITLE: PROCUREMENT OFFICER

NAME: JASON EDELBOIM
TITLE: PRESIDENT AND CEO

DATE: 8/9/21

DATE: 8/9/21

Exhibit A**Statement of Work No. 1 – Public Sector****Effective Date: August 9, 2021**

Customer: Arlington Office of Emergency Management ("Customer")		Address: 1425 N Courthouse Rd # 7, Arlington, VA 22201	
Contact: Amanda Nicoll	Email: anicoll@arlingtonva.us	Phone: 703-228-5126	
Billing Contact: Jeffrey Bergin	Billing Email: Jbergin@arlingtonva.us		
Services: This Statement of Work is for the license(s) listed below for First Alert.			
LICENSE TYPE:	ANNUAL FEE PER LICENSE	TOTAL	
8 Individual Use Licenses solely for use by employees of Arlington Office of Emergency Management	\$7,850.00	\$62,800.00	
TOTAL ANNUAL FEES:			\$62,800.00
License Type Definition(s): "Individual Use License" means a license that is provided to a specific Authorized User. Authentication Credentials are personal to each Authorized User and may not be shared with or used by more than one person. Customer may transfer an Individual Use License from one user to another from time to time provided that the number of Authorized Users shall be no greater than the number of Individual Use Licenses purchased under the applicable SOW. For the avoidance of doubt, an Individual Use License may not be associated with a shared email address or shared email inbox.			
Fees: Customer shall pay Dataminr, Inc. ("Dataminr") the Total Annual Fees for a 12-month subscription. Customer will be invoiced for the Total Annual Fees on or after the Statement of Work Effective Date listed above.			
This Statement of Work includes and incorporates Dataminr's Master Services Agreement, which is attached hereto, as Schedule 1.			

EXHIBIT B

MASTER SERVICES AGREEMENT

1. **Parties.** This Master Services Agreement (this “Master Agreement”) is entered into by Customer (as defined in the Statement of Work (“SOW”) that this Master Services Agreement governs) and Dataminr, Inc. (“Dataminr”).
2. **Description of Services.** Dataminr provides software-as-a-service solutions that, among other things, provide alerts (“Alerts”) sourced from publicly available data, information and materials (collectively, the “Third Party Materials”), including public tweets and other public content made available through Twitter, Inc. (the “Services”).
3. **Provision of Services.**
 - a. Customer’s Affiliates may purchase access to Services under the terms and conditions of this Master Agreement by mutually executing a SOW with Dataminr, provided that Customer shall remain responsible for its Affiliates’ compliance with all of the terms and conditions of this Agreement. An “Affiliate” of Customer is an entity that is controlled, controlled by, or is under common control with Customer.
 - b. Dataminr will make the Services purchased by Customer available to Customer in accordance with this Agreement. Customer’s Authorized Users (as defined below) may access and use the Services solely for Customer’s internal purposes. An “Authorized User” is an employee or contractor of Customer or Customer’s Affiliate (if such Affiliate has executed a SOW with Dataminr) authorized to use the Services in accordance with this Agreement, the applicable SOW and the applicable license type set forth in the SOW (the “License Type”), and who has been supplied a username and password for the Services (collectively, “Authentication Credentials”). Authentication Credentials are personal to each Authorized User and may not be shared or used by more than one Authorized User. Customer shall be fully responsible for each Authorized User’s use of the Services and shall indemnify Dataminr from any liability incurred by Dataminr as a result of an Authorized User’s breach of this Agreement. The Services are subject to the License Type(s) set forth in the applicable SOW.
 - c. Customer and each Authorized User may need to register for an account to access the Services. Customer shall and shall ensure that its Authorized Users provide accurate, current and complete account information and promptly update this information if it should change. Customer shall promptly request Dataminr in writing to deactivate the Authentication Credentials of any Authorized User that is no longer employed or engaged with Customer. Customer will be responsible for the confidentiality and use of all of its Authentication Credentials.
 - d. Dataminr reserves the right to monitor and audit Customer’s compliance with Authorized User and License Type limitations specified in an applicable SOW. If any such audit reveals that Customer has exceeded the limitations specified in the SOW, then as a non-exclusive remedy, Dataminr may invoice Customer for, and Customer will pay, such additional fees as are determined to be payable, based on Dataminr’s then current list prices for Customer’s excess use.
4. **Service Levels.** Dataminr shall provide the Services in accordance with the Service Level Agreement (“SLA”) available at www.dataminr.com/legal/sla.
5. **Third Party Materials.** Customer acknowledges and agrees that Customer’s use of the Third-Party Materials shall be subject to (and Customer agrees it is bound by) the third-party terms and conditions (collectively, the “Third Party Terms”) attached as Exhibit A. These Third-Party Terms are hereby incorporated into this Agreement. Dataminr reserves the right to integrate additional safeguards to prevent the Services from being used for surveillance purposes, which both Dataminr and Twitter policies do not allow. Customer acknowledges that Dataminr does not own, create, or control the Third-Party Materials and that the Third-Party Materials delivered to Customer by the Services may include content that is

objectionable to Customer or its Authorized Users. Dataminr disclaims and makes no representation or warranty with respect to the Third-Party Materials or any portion thereof and assumes no liability for any claim that may arise with respect to the Third-Party Materials or Customer's use, misuse, or inability to use the same.

6. **Restrictions.** Customer will not use or make available the Services in a manner that allows any person or entity other than its Authorized Users to access or use the Services or any Third-Party Materials provided through the Services or otherwise permit unauthorized access to the Services. Customer shall not, and shall ensure that its Authorized Users do not: (a) modify, translate, or create derivative works of the Services, any underlying ideas, technology, or related software of the foregoing; (b) allow access to the Services by any persons other than Authorized Users; (c) rent, sell, lease, distribute, publish, circulate, disseminate, pledge, assign, or otherwise transfer the Services, including but not limited to the Alerts, to any persons other than Authorized Users; (d) forward Alerts to non-Authorized Users in a bulk, systematic, programmatic or automated manner; (e) disassemble, decompile, reverse engineer, or translate any software related to the Services, or otherwise attempt to discover any such software source code, object code, or underlying proprietary information, except to the extent that such restriction is prohibited by applicable law; (f) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (g) interfere with, modify, disrupt or disable features or functionality of the Services, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Services; (h) knowingly or negligently transmit in any Services or Third Party Materials, viruses, Trojan horses, worms, time bombs, corrupted files, or other computer programming routines intended to detrimentally interfere with or expropriate any systems, data, personal information, or property of another (and upon discovery of any such transmission, Customer shall immediately inform Dataminr of said transmission at legal@dataminr.com and Customer shall cooperate in good faith to remedy and limit the harm and injury done by said transmission); (i) provide use of the Services on a service bureau, time-sharing, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services in any way; (j) access the Services or Third Party Materials in order to build a similar or competitive product or service to the Services or Dataminr's third party licensors and data vendors' services and/or products; (k) use the Services, by itself or in conjunction with other data sources, in any way including without limitation through data brokers or any other advertising or monetization services, to target individuals; or (l) use the Services or the Third Party Materials in violation of any applicable laws. During the Term, Dataminr or its representatives may, in Dataminr's sole discretion, audit Customer's compliance with this Section, provided that no more than one audit may be conducted in any twelve-month period. Customer shall reasonably cooperate with Dataminr's audit and provide access to records, equipment, information and personnel requested by Dataminr related to Customer's use of the Services. Dataminr may conduct audits only during Customer's normal business hours and in a manner that does not unreasonably interfere with Customer's business operations.

7. Intentionally omitted.

8. **Fees.** Customer shall pay Dataminr the fees set forth in the Statement of Work for annual licenses. Dataminr may change the Fees from time to time hereunder by providing at least forty-five (45) days' prior notice to Customer; provided that, such change in Fees will not go into effect until the commencement of the next renewal term.

9. **Suspension.** Dataminr may immediately suspend access to the Services upon (a) Customer's violation of this Agreement (including any SOW or the Third-Party Terms) or (b) if Dataminr reasonably determines that Customer is using the Services or the Third-Party Materials in violation of applicable law or in an unauthorized or fraudulent manner. Dataminr will restore Customer's access to the Services after the reason for the suspension has been resolved. Customer shall be responsible for any Fees accrued during any period of suspension.

10. **Termination**. Without limiting the foregoing, either party may terminate this Master Agreement or an applicable SOW by written notice to the other party in the event that such other party materially breaches this Master Agreement or the SOW and does not cure the breach within thirty (30) days of such notice. Termination of one SOW shall not automatically result in the termination of any other SOW. Termination of this Agreement as a whole shall result in the termination of all SOWs. Upon termination of this Master Agreement or a SOW, (a) the rights and licenses granted to Customer under this Master Agreement or such SOW, as applicable, shall terminate and Customer shall immediately cease use of the applicable Services and Third Party Materials and (b) Customer shall return to Dataminr or destroy (at Dataminr's option) anything Customer has obtained in connection with the applicable Services, together with any and all documents, notes and other materials respecting such Services, including, without limitation, all Confidential Information of Dataminr and all copies and extracts of the foregoing. If Customer is destroying Dataminr's Confidential Information and other materials, Customer shall provide written certification of this destruction to Dataminr. Sections 5, 6, 8, 10, 11, 13, 17, 18, 20, 21, 22 and 24 shall survive termination or expiration of this Agreement.

11. **Use of Aggregated Data**. Nothing in this Agreement restricts Dataminr from using for analytics, research, product development, marketing and other business purposes any information about Customer's usage of the Services and the Customer Content on an aggregated and de-identified basis (the "Aggregated Data"); provided that, such information cannot reasonably be used to identify Customer and Dataminr does not publicly disclose any of the Customer Content in violation of this Section 11. Dataminr retains all rights, title and interest to in the Aggregated Data (including intellectual property rights).

12. **Data Transmission**. Customer understands that it is responsible for securing an appropriate Internet connection, equipment, and compatible browser software in order to utilize the Services. Customer acknowledges and understands that Dataminr is not responsible whatsoever (including under the SLA) for Services that are delayed, lost, intercepted, or stored across networks not owned and/or operated by Dataminr, including but not limited to, the Internet and Customer's network.

13. **Intellectual Property**.

a. As between the parties, Dataminr owns all right, title and interest to (a) Dataminr's trademarks, trade names, service marks, logos and slogans (collectively, the "Dataminr Marks") and (b) the Services, including all documentation, algorithms, software, firmware, data, databases or other technology utilized, and all related intellectual property rights in any of the foregoing. This Agreement does not confer on Customer any intellectual property or other rights to the Services other than its right to use under Section 3 and does not confer on Customer any rights to the Dataminr Marks.

b. As between the parties, Customer owns all right, title and interest to the Customer Content. This Agreement does not confer on Dataminr any intellectual property or other rights in relation to the Customer Content other than its right to use in accordance with this Agreement.

c. The parties expressly acknowledge that, as between the parties and Twitter, Twitter and/or its end users own and retain all worldwide right, title and interest in and to all Twitter content and services (and any derivative works or enhancements of either), including, but not limited to, all intellectual property rights therein.

14. Intentionally omitted.

15. Intentionally omitted.

16. **Beta Tests**. In its sole discretion, Dataminr may contact Customer to review and evaluate one or more features prior to commercial release for the purpose of identifying program errors and receiving feedback (collectively, "Beta Tests"). Customer may need to execute additional terms and conditions which may supersede this Agreement to participate in any Beta Tests.

17. **Feedback.** During the Term, Customer may provide feedback, requests, enhancements, ideas or suggestions regarding the Services or any Beta Tests (the “Feedback”). Customer acknowledges and agrees that all Feedback is the sole property of Dataminr. To the extent that Dataminr cannot claim exclusive rights in the Feedback by operation of law, Customer expressly grants to Dataminr a non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable license, to fully exploit such Feedback.

18. **Disclaimer.** DATAMINR PROVIDES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE THIRD-PARTY MATERIALS. EXCEPT FOR THOSE EXPRESS WARRANTIES PROVIDED HEREUNDER, THIS AGREEMENT, THE SERVICES AND ANY OTHER PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. DATAMINR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DATAMINR PROVIDES NO WARRANTIES AND EXPRESSLY DISCLAIMS ANY WARRANTIES THAT THE SERVICES, THE THIRD-PARTY MATERIALS OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER’S REQUIREMENTS OR THAT USE OF SUCH MATERIALS WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE.

19. **Export, Import and Government Restrictions.**

a. Customer represents and warrants that it is not a Restricted Party; if Customer becomes a Restricted Party during the period of this Agreement, Customer shall immediately notify Dataminr, and Dataminr may immediately terminate this Agreement to the extent permitted under applicable law.

b. Customer acknowledges that the Services and any accompanying software are subject to sanctions and export control laws of the United States and applicable laws of any country in which such Services and software are received, accessed or used; Customer agrees to comply with all laws applicable to its receipt, access and use of the Services and software.

c. Without limiting the foregoing, Customer shall not transfer or otherwise make accessible the Services or software to any Restricted Party, or to any person with respect to whom Customer has knowledge that a violation of applicable law has occurred, is about to occur, or is intended to occur in connection with the Services or software.

d. For purposes of this Section 19, “Restricted Party” means any person or entity that is, at the relevant time (a) located or established in, a national of, organized under the laws of, or controlled by the government or one or more nationals of, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine, or any other country or region to which U.S. persons are generally prohibited from engaging in financial and/or export transactions; (b) designated on the U.S. Consolidated Screening List (see <https://www.export.gov/article?id=Consolidated-Screening-List>); (c) majority owned by one or more persons or entities designated on any U.S. Department of the Treasury list included within the Consolidated Screening List; or (d) part of, affiliated with, or controlled by any non-U.S. military organization.

20. **Limitation of Liability.**

a. Customer acknowledges that: (i) the Services are provided for information purposes only and are not intended for trading, investment or advisory purposes; (ii) none of the information contained within or provided through the Services constitutes a solicitation, offer, opinion, or recommendation by Dataminr to buy or sell any security, or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or investment; and (iii) Dataminr does not guarantee the sequence, accuracy, completeness, or timeliness of the Services or any content provided through the Services. Accordingly, anything to the contrary herein set forth notwithstanding, Dataminr, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall not be liable, directly or

indirectly, in any way, to you or any other person for any: (a) inaccuracies or errors in or omissions from the Services including, but not limited to, financial and other data; (b) delays, errors, or interruptions in the transmission or delivery of the Services; or (c) loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance.

b. Certain content made available through the Services may display, include or make available content, data, information, applications or materials from third parties or include links to third party web sites or services. Customer acknowledges and agrees that Dataminr is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials, links or the web sites or services to which those links relate. Accordingly, anything to the contrary herein set forth notwithstanding, Dataminr, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns do not warrant or endorse and shall not be liable, directly, or indirectly, in any way, to Customer or any other person for any Third-Party Materials, third-party web sites or services, or for any other materials, products, or services of third parties.

c. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE PARTIES NOR THEIR SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, IN EACH CASE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO DATAMINR'S LIMITATION OF LIABILITY WITH RESPECT TO THIRD PARTY MATERIALS SET FORTH IN SECTION 5, IN NO EVENT WILL DATAMINR'S OR ITS SUPPLIERS' OR LICENSORS' TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PERSON FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEES PAID (OR PAYABLE) BY CUSTOMER TO DATAMINR UNDER SUCH SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. The foregoing limitations of liability will not apply to (i) a party's indemnification obligations; (ii) a party's breach of its confidentiality obligations; (iii) gross negligence or willful misconduct; (iv) Customer's breach of Section 6 (Restrictions); or (v) claims of personal injury or death.

21. Intentionally omitted.

22. **Third Party Beneficiaries**. Twitter is an express third-party beneficiary to this Agreement for the purposes of enforcing Twitter's Third-Party Terms against Customer. Other than Twitter, there are no other third-party beneficiaries to this Agreement and the Agreement is only for the benefit of Customer and Dataminr.

23. **Publicity**. Dataminr may include Customer's name in customer lists in Dataminr's promotional or marketing materials.

24. Miscellaneous

a. The Services are a "commercial item" as that term is defined at 48 C.F.R. 2.101.

b. In the event of any conflict between the Agreement, the Master Agreement or any SOW and any Third-Party Terms, the Third-Party Terms shall control and prevail but only with respect to the specific Third-Party Materials governed by the conflicting Third-Party Terms.

EXHIBIT C
THIRD PARTY MASTER SERVICES AGREEMENT

HYPERLINKED TERMS BELOW ARE SUBJECT TO CHANGE FROM TIME TO TIME IN EACH APPLICABLE THIRD PARTY'S SOLE DISCRETION.

Twitter

1. Twitter TOS (<https://twitter.com/en/tos>)
2. Customer may not use, or knowingly display, distribute, or otherwise make available Twitter Content (as defined at <https://developer.twitter.com/en/developer-terms/agreement-and-policy.html>), and information derived from Twitter Content (1) for surveillance purposes, including but not limited to: (a) investigating or tracking Twitter's users or their Twitter Content; and, (b) tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings); (2) for the purposes of conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with Twitter's users' reasonable expectations of privacy; or (3) to target, segment, or profile individuals based on health (including pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.
3. If law enforcement personnel request information about Twitter or its users for the purposes of an ongoing investigation, Customer shall not provide them such information and shall, instead, refer them to Twitter's Guidelines for Law Enforcement located at <https://t.co/le>.

Google

1. The Services may contain translations powered by Google. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
2. Customer agrees to be bound by the Google Maps/Google Earth Additional Terms of Service set forth at https://www.google.com/help/terms_maps.html