



Crown
Commercial
Service

SHORT FORM AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Dataminr, Inc., 135 Madison Avenue, 9th Floor, New York, NY 10016, U.S.A.

&

[REDACTED] Cabinet Office, 70 Whitehall, London, SW1A 2AS



Crown Commercial Service

Attn: [REDACTED]

Date: [REDACTED]

Our ref:

Dataminr First Alert

Following your proposals for the supply of Dataminr First Alert services to the Cabinet Office, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the Agreement between the Cabinet Office as the Customer and Dataminr, Inc. as the Supplier for the provision of Services. The Terms and Conditions of Contract for Goods and Services set out in Annex 1 (the “**Conditions**”) and the Dataminr Statement of Work and Master Services Agreement set out in Annex 2 the (“**Supplier Terms**”) are expressly incorporated herein. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the Conditions and/or Supplier Terms. In the event of any conflict between this Award Letter and the Conditions or Supplier Terms, this Award Letter shall prevail. In the event of any conflict between the Conditions and the Supplier Terms, the Conditions shall prevail.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The services shall be Delivered in accordance with the following instructions: or The Services shall be Delivered in accordance with the following Security considerations and instructions:

This Statement of Requirements outlines GSG’s requirements for:

Subscription to a commercially available, real time event detection and alerting tool that utilises publicly available information (PAI). This tool shall have the ability to provide situational awareness,

detect emerging events in real time and improve information driven operations with increased information sharing across the organisation.

The following milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date	Budget
1	Purchase of subscription to Dataminr First Alert - 1 year	Starting 1st April 2023	£169,280.00 (Ex VAT)
2			
3			
			£169,280.00 (Ex VAT)

The Authority will measure the quality of the Supplier's delivery accordance with the Service Level Agreement ("SLA") available at www.dataminr.com/legal/sla:

Payment

All invoices should be sent, quoting a valid Customer purchase order number (PO Number), to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] a unique PO Number to [REDACTED] once this agreement has been executed by both parties. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your Customer contact (i.e. Contract Manager), and also what is being purchased. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment

please contact our Accounts Payable section either by email to [REDACTED]
or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.

Liaison

[REDACTED]

[REDACTED]

[REDACTED]

We thank you for your cooperation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of services. Please confirm your acceptance of this Contract by signing and returning the Order Form within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of the Customer

Name: [REDACTED]

JOB TITLE

(Cabinet Office)

Signature: [REDACTED]

[REDACTED]

We accept the terms set out in this Award Letter and the annexed Conditions

Signed for and on behalf of the Supplier

[REDACTED]

[REDACTED]

[REDACTED]

Date:

Annex Number 1

Terms and Conditions of Contract for Goods and Services

1. Interpretation

1.1. In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Date of Delivery”	means that date by which the services must be Delivered to the Customer, as specified in the Award Letter.
“Deliver”	means hand over the services to the Customer at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
“DPA”	means the Data Protection Act 1998;
“FOIA”	means the Freedom of Information Act 2000;
“Goods”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Information”	has the meaning given under section 84 of the FOIA;
“Party”	the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Supplier to the Customer in accordance with the terms of the

Agreement;

- “Request for Information” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
- “Specification” means the specification for the services to be supplied by the Supplier to the Customer (including as to quantity, description and quality) as specified in the Award Letter;
- “Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
- “Staff Vetting Procedures” means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
- “Supplier” means the person named as Supplier in the Award Letter;
- “VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
- “Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2. In these terms and conditions, unless the context otherwise requires:

- 1.1.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.1.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.1.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.1.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

- 2.1. The Award Letter constitutes an offer by the Customer to purchase the Goods subject to and in accordance with the terms and conditions of the Agreement.
- 2.2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within 7 days of the date of the Award Letter.

3. Supply of Goods & Services

- 3.1. In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the services to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 3.2. In supplying the services, the Supplier shall co-operate with the Customer in all matters relating to the supply of services and comply with all the Customer's instructions.
- 3.3. The Supplier shall supply the services in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the services supplied under the Agreement shall;

be delivered to a satisfactory quality and comply with any applicable statutory and regulatory requirements relating to the delivery, manufacture, labelling, packaging, storage, handling and delivery of the services;

conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;

be free from design defects;

be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Customer of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause; and

and the Supplier itself shall, comply with all applicable laws.

4. Charges, Payment and Recovery of Sums Due

- 4.1. The Charges for the services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the services, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage.
- 4.2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the services.
- 4.3. Following Delivery of the services, the Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the services supplied in the invoice period.
- 4.4. In consideration of the supply of the services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number.

- 4.5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 4.4 after a reasonable time has passed.
- 4.6. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 4.7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- provisions having the same effects as clauses 4.3 to 4.7 of this Agreement; and
- a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 4.3 to 4.8 of this Agreement.
- In this clause 4.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 4.9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

5. Cancellation

The Customer shall have the right to cancel the order for the services, or any part of the services, which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Charges or that part of the Charges for services which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the services and which cannot be used for other orders or be returned to the supplier of those materials for a refund. Notwithstanding the foregoing, if Customer terminates the services pursuant to this clause 5, it shall not be entitled to a refund of any prepaid fees. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

6. Delivery

- 6.1. The Supplier shall Deliver the services to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by both parties, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the services shall be completed once the Customer has agreed and signed off the services.
- 6.2. Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the services shall be provided without acceptance by the Customer or the Crown of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer or the Crown may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3. To the extent applicable, Delivery of the services shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the services and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4. To the extent applicable, unless otherwise stipulated by the Customer in the Award Letter, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 6.5. Where (i) the Supplier fails to Deliver the services or part of the services or (ii) the services or part of the services do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:

to terminate the Agreement;

request the Supplier, free of charge, to deliver substitute services within the timescales specified by the Customer;

to require the Supplier, free of charge, to repair or redeliver the rejected services, or to provide a full refund of the price of the rejected services (if paid); or

to reject the services (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those services or part of Goods duly returned.

7. Property and Guarantee of Title

- 7.1. Without prejudice to any other rights or remedies of the Customer, title and risk in the services shall pass to the Customer when Delivery of the services is complete
- 7.2. The Supplier warrants that:

it has full clear and unencumbered title to all the services;

at the date of Delivery of any of the services it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the services to the Customer. On Delivery the Customer shall acquire a valid and unencumbered title to the services.

8. Staff

8.1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

refuse admission to the relevant person(s) to the Customer's premises;

direct the Supplier to end the involvement in the provision of the services of the relevant person(s); and/or

require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.

8.2. The Supplier shall:

ensure that all Staff given access to Customer's premises are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;

if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

procure that all Staff given access to Customer's premises comply with any rules, regulations and requirements reasonably specified by the Customer.

9. Assignment and Sub-Contracting

9.1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

9.2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

9.3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement with the prior written consent of the Supplier, which consent may not be unreasonably withheld.

10. Intellectual Property and Indemnity

- 10.1. The Supplier grants the Customer a revocable, non-exclusive licence to use and access the Services.
- 10.2. The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any third party claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 10.3. The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any services and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

11. Governance and Records

- 11.1. The Supplier shall:

attend progress meetings with the Customer at the frequency and times specified by the Customer, and as agreed to by Dataminr and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 11.2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the services supplied under it, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

12. Confidentiality, Transparency and Publicity

- 12.1. Subject to clause 12.2, each Party shall:

Treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 12.2. Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

where disclosure is required by applicable law or by a court of competent jurisdiction;

to its auditors or for the purposes of regulatory requirements;

on a confidential basis, to its professional advisers;

to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 12.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 13.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 12.

12.3. The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted, including but not limited to, trade secrets (s.43), commercial interests (s.43) and breach of confidence (s.41) including any changes to the Agreement agreed from time to time. Notwithstanding any of the above, the Customer acknowledges that the Supplier's Terms, as contained within this Contract as Exhibit A, contains sensitive confidential commercial information and should be redacted prior to any disclosure under the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

12.4. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

13. Freedom of Information

- 13.1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

- 13.2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Goods (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure. In the event that the Customer is required by the FOIA and/or the Environmental Information Regulations 2004 to disclose information concerning the Supplier of the Goods without the Supplier's consent, the Customer shall present and apply any relevant arguments regarding relevant FOIA exceptions, including but not limited to, prejudice to the Supplier's commercial interests, on the Supplier's behalf.
- 13.3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

14. Protection and Security of Data

- 14.1. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 14.2. When handling Customer data, the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

15. Liability

15.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

15.2. Subject always to clause 15.3

the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

except in the case of claims arising under clauses 10.1.2 and 19.3, in no event shall either Party be liable to the other Party for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

15.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

death or personal injury caused by its negligence or that of its Staff;

fraud or fraudulent misrepresentation by it or that of its Staff;

breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

any other matter which, by law, may not be excluded or limited.

15.4. The Supplier's liability under the indemnity in clauses 10.2 and 19.3 shall be unlimited.

16. Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

17. Termination

- 17.1. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement in whole or in part before Delivery or after Delivery (where only part of services have been Delivered), or if the Supplier has not fulfilled their obligations with regards to the Specifications of the services, by written notice to the Supplier with immediate effect if the Supplier:

(without prejudice to clause 17.1.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

breaches the provisions of clauses 8.2, 12, 13, 14 and 18;

becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.1.6) in consequence of debt in any jurisdiction; or

fails to comply with legal obligations in the fields of environmental, social or labour law.

fails to meet in the allotted timeframe, or the agreed obligations per the Specifications of this Agreement (Annex 3).

- 17.2. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.1.4 or any potential such change of control.
- 17.3. In addition to the Supplier's statutory rights, the Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

17.4. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 10, 11.2, 12, 13, 14, 15, 17.5, 18.4, 19.3, 20 and 21.7 and any other term or condition of the Agreement that either expressly or by implication has effect after termination.

17.5. Upon termination or expiry of the Agreement, the Supplier shall:

give all reasonable assistance to the Customer and any incoming supplier of services; and

return all requested documents, information and data to the Customer as soon as reasonably practicable.

18. Compliance

18.1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

18.2. The Supplier shall:

comply with the reasonable requirements of the Customer's security arrangements;

comply with all the Customer's health and safety measures;

notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;

perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;

take all reasonable steps to secure the observance of clause 18.2.4 by all Staff; and

supply the services and any service wrap in accordance with the Customer's environmental policy as provided from time to time.

18.3. Any Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 18.3.

18.4. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

the Official Secrets Acts 1911 to 1989; and
section 182 of the Finance Act 1989.

19. Prevention of Fraud and Corruption

- 19.1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 19.2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3. If the Supplier or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

20. Dispute Resolution

- 20.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 20.2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 20.3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

21. General

- 21.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform

its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 21.2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 21.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 21.6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 21.8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

22. Notices

- 22.1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 22.2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

22.3. Notices under clauses 16 (Force Majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.

23. Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex Number 2**Effective Date: 1 April 2023**

Customer: UK Cabinet Office ("Customer")		Address: 70 Whitehall, London SW1A 2AS, UK	
Contact: [REDACTED]	Email: [REDACTED]	Phone:	
Billing Contact: Cabinet Office Finance		Billing Email:	
Services: This Statement of Work is for the license listed below for First Alert.			
LICENSE TYPE:		Total Annual Fees	
[REDACTED]		£169,280.00 (Ex VAT)	
[REDACTED]			
TOTAL FEES:		£169,280.00 (Ex VAT)	
License Type Definition(s):			
[REDACTED]			
[REDACTED]			
Initial Term: From 1 April 2023 through 31 March 2024			
Fees: For the Initial Term, Customer shall pay Dataminr, Inc. ("Dataminr") the Total Fees set forth above.			
Payments: Method of Payment – <input type="checkbox"/> ACH/Wire Transfer or <input type="checkbox"/> Check (please include invoice number on all payments) <input type="checkbox"/> Sales Tax Exempt PO Required – <input type="checkbox"/> Yes <input type="checkbox"/> No; If PO required, provide PO #			

This agreement ("Agreement") is entered into as of the date indicated above (the "Effective Date") between Dataminr, Inc. and the Customer. This Agreement includes and incorporates the Statement of Work, Dataminr's Master Services Agreement ("Master Agreement"), which is attached hereto as Exhibit A, as well as any Statements of Work previously or subsequently entered into by the parties. 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. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement.

EXHIBIT A

MASTER SERVICES AGREEMENT

1. **Parties.** This Master Services Agreement (this “Master Agreement”) is entered into by Customer (as defined in the Service Order or Statement of Work (the “Order Forms”) that this Master Services Agreement governs) and Dataminr, Inc. (“Dataminr”). Customer must execute at least one Order Form to purchase access to the Services (as defined below). To purchase additional Services, Customer must execute an additional Order Form (which will be numbered sequentially, e.g., “Service Order 1”, “Service Order 2”, and so on) that references this Agreement and sets forth the specific Services to be provided to Customer. This Master Agreement and all Order Forms entered into by the parties pursuant to this Master Agreement are collectively referred to herein as the “Agreement.”
2. **Description of Services.** Dataminr provides software-as-a-service solutions that, among other things, provide event-based alerts (“Alerts”) sourced from publicly available data, information and materials, including public tweets and other public content made available through Twitter, Inc. (collectively, the “Third Party Materials”), deliverable to users via multiple mechanisms, including the Dataminr dashboard, the Dataminr mobile app, emails and popup notifications (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 an Order Form with Dataminr; provided that Customer shall remain responsible for its Affiliates’ compliance with all of the terms and conditions of this Agreement. An “Affiliate” is an entity that controls, controlled by, or is under common control with a party.
 - b. Subject to all terms and conditions herein and compliance therewith, (i) Dataminr will make the Services available to Customer in accordance with this Agreement, and (ii) Customer’s Authorized Users (as defined below) may access and use the Services solely for the purposes permitted herein. An “Authorized User” is an employee of Customer or Customer’s Affiliate (if such Affiliate has executed an Order Form with Dataminr) authorized to use the Services in accordance with this Agreement, the applicable Order Form and the applicable license type set forth in the Order Form (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 Order Form.
 - c. Customer and each Authorized User may need to register for an account to access the Services. All Authorized Users shall provide a Customer email address. Customer 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.
4. **Service Levels.** Dataminr shall provide the Services in accordance with the Service Level Agreement (“SLA”) available at [REDACTED]
5. **Third Party Materials.** Customer acknowledges and agrees that Customer’s use of the Third Party Materials is subject to (and Customer agrees it is bound by) the third party terms and conditions detailed in Schedule 1 (collectively, the “Third Party Terms”). The Third Party Terms may be modified from time to time by Dataminr and/or its third party licensors and data vendors. 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) allow access to the Services by any persons other than Authorized Users; (b) forward Alerts to non-Authorized Users, including in a bulk, systematic, programmatic or automated manner; (c) 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; (d) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (e) 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 [REDACTED] and Customer shall cooperate in good faith to remedy and limit the harm and injury done by said transmission); (f) 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; (g) 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 (h) 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, evaluate Customer's compliance with this Section including any Authorized User and License Type limitations specified in an applicable Order Form, provided that no more than one evaluation may be conducted in any twelve-month period. Customer shall provide access to records and information requested by Dataminr related to Customer's use of the Services. If any such evaluation reveals that Customer has exceeded the limitations specified in the applicable Order Form, 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.

7. **Term**. Unless earlier terminated, this Agreement shall commence upon the date that the first Order Form entered into pursuant to this Master Agreement is executed and shall continue in full force and effect until all outstanding Order Forms are completed, expired, or terminated in accordance herewith (the "Term").

8. **Fees**. Customer shall pay Dataminr the fees set forth on each applicable Order Form (the "Fees") in accordance with this Section. Except as otherwise specified on an applicable Order Form, Fees due under an Order Form will be invoiced upon execution of such Order Form. Fees are due within thirty (30) days of the date of the invoice. Any Fees past due hereunder shall bear interest at a rate of 1.5% per month (or, if lower, the maximum rate permitted by applicable law). Except where expressly stated otherwise, all Fees paid to Dataminr hereunder are nonrefundable. Any amounts payable hereunder are exclusive of all sales taxes, value added taxes, duties, use taxes, withholdings and other governmental assessments. Customer shall pay all such taxes and governmental assessments associated with the Services (excluding any taxes based on Dataminr's net income, property, or employees), unless Customer provides to Dataminr a valid tax-exempt certificate.

9. **Suspension.** Dataminr may suspend access to the Services upon (a) Customer's violation of this Agreement (including any Order Form 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; provided, however that Dataminr shall provide the Customer with notice of such suspension and allow Customer seven (7) days to cure such breach, to the extent such breach is curable. 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 Order Form by written notice to the other party in the event that such other party materially breaches this Master Agreement or the Order Form and does not cure the breach within thirty (30) days of such notice, to the extent such breach is curable. Termination of one Order Form shall not automatically result in the termination of any other Order Form. Termination of this Agreement as a whole shall result in the termination of all Order Forms. Upon termination of this Master Agreement or an Order Form, the rights and licenses granted to Customer under this Master Agreement or such Order Form, as applicable, shall terminate and Customer shall immediately cease use of the applicable Services and Third Party Materials. Any provision of this Agreement that contemplates or governs performance or observance after expiration or termination of this Agreement will survive such expiration or termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

11. **Confidential Information.**

a. "Confidential Information" means all non-public information acquired by a party (the "Receiving Party") in connection with this Agreement or from the other party (the "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, the terms of this Agreement (including pricing) and the Services are Confidential Information of Dataminr, and any non-public information provided by Customer in connection with the Services is the Confidential Information of Customer. 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 11 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.

b. 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 Receiving Party's employees, agents and contractors on a "need to know" basis, provided such persons are under an obligation with the Receiving Party to maintain the confidentiality of such Confidential Information, which obligation is consistent with, and no less protective of Confidential Information, than the terms of this Section 11. 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. Each party shall be responsible for any breach of this Agreement by any party to whom it has disclosed Confidential Information. Each party shall use all reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Receiving Party shall advise Disclosing Party immediately in the event 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 and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. Each party acknowledges that in the event of any breach or threatened breach of this Section by either party, the other party may suffer irreparable harm and not possess an adequate remedy at law. Accordingly, each party shall have the right to seek injunctive or other equitable relief to restrain such breach or threatened breach.

c. Upon termination of this Master Agreement, the Receiving Party shall return to the Disclosing Party or destroy (at the Disclosing Party's option) all Confidential Information of the Disclosing Party, and all copies and extracts of the foregoing. Upon request of the Disclosing Party, the Receiving Party shall provide written certification of this destruction to the Disclosing Party.

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 (i) Dataminr's trademarks, trade names, service marks, logos and slogans (collectively, the "Dataminr Marks") and (ii) 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.

b. 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. This Agreement does not confer on Dataminr any intellectual property or other rights to the Customer Marks (as defined below) other than its right to use and disclose 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. **Security.** Dataminr has established, and will maintain during the Term, commercially reasonable administrative, physical and technical safeguards commensurate with industry standards for the Services provided hereunder. Those safeguards will include measures for preventing unauthorized access to or use, modification or disclosure of the Customer Confidential Information.

15. **Insurance.** Throughout the Term, Dataminr shall carry and maintain insurance commensurate with the types and amounts of insurance carried by service providers comparable to Dataminr in order to reasonably protect the parties from the liabilities that may arise out of the Services or this Agreement. Dataminr shall provide its then-current certificates of insurance to Customer upon written request, provided, such certificates of insurance shall be considered Confidential Information of Dataminr.

16. **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. Customer is not required to provide Feedback and Dataminr is not required to use or incorporate Feedback into any of its Services. 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.

17. **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.

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

a. Each party represents and warrants that it is not a Restricted Party; if either party becomes a Restricted Party during the period of this Agreement, such party shall immediately notify the other party, and the other party 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 export control 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 18, “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 [REDACTED]) (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.

19. **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 Datamir 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, Datamir, 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.

d. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO DATAMIR'S LIMITATION OF LIABILITY WITH RESPECT TO THIRD PARTY MATERIALS SET FORTH IN SECTION 5, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY ARISING UNDER THE AGREEMENT EXCEED THE FEES PAID (OR PAYABLE) BY CUSTOMER TO DATAMIR UNDER THE APPLICABLE ORDER FORM 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 IN THIS SECTION 19(D) WILL NOT APPLY TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS; (II) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (III) CUSTOMER'S BREACH OF SECTION 6 (RESTRICTIONS).

20. Indemnification.

a. Datamir will indemnify, defend and hold Customer, its affiliates, officers, directors, 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 brought by a third party alleging that the Services, as provided by Datamir 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: (i) promptly notifies Datamir in writing of the Infringement Claim (provided that any failure to provide prompt notification shall not relieve Datamir of its indemnification obligations unless such failure results in material prejudice to Datamir); (ii) grants Datamir the option to assume sole control of the defense and settlement of the Infringement Claim; and (iii) provides Datamir, at Datamir'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, Datamir may, at its option: (A) obtain a license to permit Customer the ability to continue using the Services; (B) modify or replace the relevant portion(s) of the Services with a non-infringing alternative having substantially equivalent

performance within a reasonable period of time; or (C) 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 for the applicable Order Form). For the avoidance of doubt, Dataminr shall have no indemnification obligations of any kind to Customer regarding the Third Party Materials.

b. Notwithstanding the foregoing, Dataminr will have no liability for any Infringement Claim to the extent that it results from: (i) Third Party Materials; (ii) the combination, operation or use of the Services with equipment, devices, data or software not provided or approved by Dataminr; (iii) Dataminr's compliance with any specifications or requirements provided by Customer; or (iv) Customer's use of the Services or Third Party Materials other than in accordance with this Agreement. Customer shall indemnify and hold harmless Dataminr from any and all Losses resulting from Customer's actions or omissions as detailed in Sections (ii)-(iv) of the preceding sentence. The indemnification obligations set forth in this Section 20 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.

21. **Publicity**. Dataminr may identify Customer as a customer of the Services and display Customer's name and/or logo (collectively, the "Customer Marks") on Dataminr's website or in promotional or marketing materials. Customer shall retain all title in and to the Customer Marks.

22. **Miscellaneous**.

a. No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission arises from any cause or causes beyond the reasonable control of such party that cannot be overcome through reasonable due diligence, such as strikes, riots, war, acts of terrorism, acts of God, invasion, fire, explosion, floods, and acts of government or governmental agencies or instrumentalities (collectively, "Force Majeure Event"); provided that the party seeking to delay its performance gives the other party written notice of any such Force Majeure Event as soon as practicable after the discovery of the Force Majeure Event, and further provided that such party uses its good faith efforts to overcome the Force Majeure Event (and, in any event, such party will begin or resume performance as soon as practicable after the Force Majeure Event has abated).

b. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

c. This Agreement is not assignable, transferable or sub-licensable by either party, whether voluntarily, involuntarily, by operation of law or otherwise, except with the other party's prior written consent. Notwithstanding the foregoing, Dataminr may assign this Agreement to an Affiliate or any successor to substantially all of the business or equity of Dataminr without the consent of Customer.

d. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever.

e. This Agreement shall be governed by the laws of the State of New York, U.S.A. without regard to its conflict of laws' provisions.

f. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the state and federal courts located in Manhattan, New York, and the parties hereby irrevocably submit to the personal jurisdiction of such courts and agree not to object to the venue of such courts.

g. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy. No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Any waiver by any party of any provision of this Agreement shall not be construed as a waiver of any

other provision of this Agreement, nor shall such waiver operate or be construed as a waiver of such provision respecting any future event or circumstance.

h. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or overnight mail or delivery (return receipt requested), to the person and address listed on an applicable Order Form, and, for Dataminr: Attn: Legal Department, Dataminr, Inc. 135 Madison Avenue, 9th Floor, New York, NY 10016 and [REDACTED]. Notwithstanding the foregoing, Dataminr may provide Customer with operational notices regarding the Services (e.g., planned maintenance periods) by email to the email address on file for Customer.

i. This Master Agreement and all Order Forms are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. Any terms and conditions on or attached to Customer's purchase order or other business processing document shall have no effect and shall be superseded by this Master Agreement and any applicable Order Forms.

j. For purposes of trial access to the Services ("Trial Access"), "Customer" shall mean any entity that agrees to the terms of this Agreement via a click-wrap agreement. Any individual agreeing to the terms of this Agreement via a click-wrap agreement on behalf of an entity represents and warrants that it has the full authority to bind such entity to the terms of this Agreement. The Term of this Agreement for Trial Access shall commence upon the date that Trial Access is provided to the Customer, and shall continue in full force and effect through the conclusion of the trial. Dataminr may discontinue Trial Access at any time for any reason.

k. This Agreement may be amended or modified only by a writing, signed by both parties. This Master Agreement and any amendments or Order Forms hereunder may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Signatures that are transmitted by mail, hand delivery, facsimile and/or email to the other party or, if applicable, counsel of record for the other party, will have the same binding effect as any original signature.

l. In the event of conflict between this Master Agreement and any Order Form, the applicable Order Form shall control and prevail. In the event of any conflict between this Master Agreement or any Order Form 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.

m. The Services are a "commercial item" as that term is defined at 48 C.F.R. 2.101. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Services by any government entity is prohibited. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. Contractor/manufacture is Dataminr, Inc. with offices at 135 Madison Avenue, 9th Floor, NY, NY 10016.

Schedule 1 to Master Services Agreement

Third Party Terms

Twitter

1. Twitter TOS [REDACTED]
2. Customer may not use, or knowingly display, distribute, or otherwise make available Twitter Content (as defined at [REDACTED] 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 [REDACTED]

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 [REDACTED]