

Evaluation Agreement

This Evaluation Agreement ("**Agreement**") is made effective as of 12/09/2015 ("**Effective Date**"), by and between Voyager Analytics, Inc. a Delaware corporation with address of 11200 Rockville Pike, Suite 415, North Bethesda, MD 20852 ("**Voyager**"); and the METROPOLITAN POLICE DEPARTMENT 300 INDIANA AVENUE NW, WASHINGTON D.C., 20001

WHEREAS Voyager is a big data solutions provider which has designed and developed certain technologies (the "**System**"), and will enable, for the purpose of this Agreement, access to a dedicated cloud, in order to provide Company with the ability to evaluate the System and related services ("**Services**"); and **WHEREAS** Company desires to receive a right to access the System for the purpose of internally evaluating the System (the "**Evaluation**");

NOW, THEREFORE, in consideration of the foregoing premises and agreements hereinafter contained, the parties mutually agree as follows:

1. **Evaluation License.** Subject to the terms and conditions hereof, Voyager hereby grants the Company a billable, royalty-free, non-exclusive, non-transferable, non-sublicenseable and limited right to access the System remotely, only from the permitted Site, and use the Services during the Term (as defined below) only within the Scope of Use (as defined below) for the sole purpose of the Evaluation. For the purpose of this Agreement, "**Scope of Use**" means the 4 'Analyst' (collections) seats which can run a total of 5 Profile Queries per day and a total of 5 Topic Queries per day; "**Site**" means Company's premises located at 300 INDIANA AVENUE NW, WASHINGTON, D.C. 20001
2. **Training and limited Support.** Voyager shall further provide training services as described in **Exhibit B**. Voyager, in its sole discretion, may provide Company with limited support for the Service during the Term, at no additional cost.
3. **Restrictions.** Company shall (i) not attempt to infiltrate or hack the System, or any part thereof for any purpose; (ii) not represent that it possess any proprietary interest in the System; (iii) not directly or indirectly, take any action to contest Voyager's intellectual property rights or infringe them in any way; (iv) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of Voyager; (vi) not use the System to provide third parties with managed services or any other services whether or not in return for remuneration of any kind.
4. **Intellectual Property.** Subject to the licenses granted hereunder, as between the parties, Voyager retains all right, title and interest in and to the System, Service and its Confidential Information and all derivatives, improvements and modifications thereto, and all intellectual property rights therein.
5. **Data Collection.** Company shall have full and sole control of the collection and processing of all data collected or processed through the Service ("**Company Data**"). The access and use of such Company Data is in the full and sole discretion and responsibility of Company. As between the parties, Company shall be sole and exclusive owner of all Company Data. All data and insights collected and analyzed by Company during this Evaluation will be available and accessible to Company after the end of the Evaluation, provided Company engages with Voyager for the license of any of its software products.
6. **Confidentiality.** Either party may from time to time during the Term of this Agreement disclose (the "**Disclosing Party**") to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, and other confidential or proprietary information ("**Confidential Information**"). Regardless of whether so marked or identified, any information that may be reasonably understood, under the circumstances to be considered confidential or proprietary, including but not limited to the terms and conditions of this Agreement, will be considered Confidential Information of the Disclosing Party. Customer agrees and acknowledges that

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the System, Service and the documentation are and shall remain Voyager's Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who need to know such Confidential Information for the purpose of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party's obligations under this Section **Error! Reference source not found.** with respect to any Confidential Information of the Disclosing Party shall not apply to and/or shall terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7. **Term and Termination.** The Evaluation shall commence on 12/09/2015 and will end on 12/23/2015 ("**Term**"). The license granted for the Evaluation shall terminate immediately without notice from Voyager upon the earlier occurrence of the following: (i) Company's use of the Services or access the System for purposes other than the Evaluation or any other failure of Company to comply with any provision of this Agreement; (ii) the expiration of the Term. Upon the earlier of expiration or termination of the Term: (i) Company shall immediately cease use of the Services; and (ii) return to Voyager or destroy (at Voyager's option) all copies of Voyager's Confidential Information which was disclosed to Company under this Agreement. Company shall provide Voyager with a written certification of such return or destruction. This Section shall survive termination or expiration of this Agreement.
8. **Company's Responsibilities.** Company shall maintain the proper system requirements to support the Evaluation and use of the Service. Recommended system requirements for the end users workstation seats, include, but are not limited to, Windows 7/8 OS, Google Chrome browser, 22" screen (minimum of 15.6"), High-speed internet connection, 8GB RAM, and Intel i5 processor or equivalent.
9. **Fee and Payment Terms.** In consideration for the Evaluation, the Company shall pay Voyager a fee of \$0 US. Payments due under this Agreement shall be made within 30 days of the date of the invoice issued by Voyager to Company.
10. **Disclaimer.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND VOYAGER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.
11. **Limitation of Liability.** VOYAGER SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST DATA UNDER THIS AGREEMENT OR IN RESPECT OF THE SYSTEM, WHETHER OR NOT VOYAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF VOYAGER UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR NEGLIGENCE, MISREPRESENTATION, BREACH OF CONTRACT OR OTHERWISE) SHALL BE LIMITED TO \$100.

- 12. **Governing Law and Jurisdiction.** This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of the District of Columbia. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the District of Columbia courts. Notwithstanding the foregoing, Company understands that the unauthorized use or disclosure of the System and any other Confidential Information could cause irreparable damage to Voyager, and Voyager shall be entitled to seek an injunction or other equitable relief in any competent jurisdiction in order to enforce the provisions hereof.

- 13. **General.** Company is expressly prohibited from assigning or transferring this Agreement and any of the rights and obligations granted hereunder without the express prior written consent of Voyager. Voyager may assign this Agreement or any of the rights hereunder in its discretion. If any provision, or part of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such reform shall not affect the remaining provisions hereof. This Agreement, together with all Exhibits, is the complete and exclusive agreement between the parties hereto, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No variation to this Agreement shall be valid unless in writing signed by both parties.

IN WITNESS WHEREOF, Voyager and Company executed this Agreement as of the Effective Date.

Voyager Analytics, Inc.

METROPOLITAN POLICE DEPARTMENT

300 Indiana Avenue, NW Washington, D.C. 20001

By: _____

By:  _____

Name: Jonathan Zilker

Name: Lamar Greege

Title: VP Head of Legal Channel

Title: Asst. Chief

- Exhibits:**
- Exhibit A – Voyager Version 3.7 Main Features
 - Exhibit B – Voyager – Training Services

Exhibit A- Voyager Version 3.7 Main Features

1. Sources:
 1. Global Social Networks – Facebook, Twitter, Google+, Instagram, Tumblr
2. Queries: The system supports the following queries:
 1. Web-Profiles –
 1. Person: the user can insert a URL of an individual to monitor the activities of the subject of interest on social networks and discover his/her network topology
 2. Organization: the user can insert a URL of a page to analyze the activities of the organization's employees, as well as connections to other organization
 3. Group: the user can group together several people and to analyze their relationships as a whole
 4. Content – the user can define keywords of interest to cover broad discussions and general topics
 5. GeoLocation – the user can define an area of interest, whether by typing a city or a place, as well as coordinates
 2. Social Networks – the user can narrow down the collection by defining a specific social network
 3. Time – the user can narrow down the collection by defining a specific timeframe
3. Display Modes: The system supports the following display modes:
 1. Content view – analysis of posts and their interactions from various social networks
 2. Map view - geographical analysis that enables the review of content over maps, down to the street level
 3. Media view – the ability to analyze visual data such as photos and movies in a designated interface (media files can be played directly from the system)
4. Sorting. The system supports the following sorting methods:
 1. Relevance - reorganizing the results by their priority (A,B,C,D)
 2. Time – sorting the results by their creation time
 3. Impact – see section 8 below
5. Integrated Translation Services: The system allows translation of content and queries
6. Topology Discovery by Synapse: The system supports the following Analysis tools:
 1. 1st Sphere – analyzing the direct relations of an individual or an organization
 2. Internal Connections – analyzing interrelated connections between group members
 3. TNT – discovering individuals of interest which connect to known entities
 4. Search Module - enabling the user to search for relevant keywords from within the topology
 5. Lexicons – enabling the user to predefine a “watch list” of interest (e.g. list of suspects, list of suspicious terms etc.) and to invoke it on top of the topology
 6. Cliques – discovering inner cliques and identifying new entities which are connected to a group of people
 7. Corporate Analysis – analyzing the relations between individuals and companies
 8. Mediators – highlighting the dominant mediators in each group
 9. Ghosts – highlighting the “alter ego” of the Subject of Interest, if exists
 10. Relation Strength Filter – filtering nodes by their relation strength
 11. Graphical Toolbar – set of tools for effective analysis: Focus on clusters, Drag nodes, Multiple/Invert Selection and Export
 12. Hide/Reveal Unidentified nodes
7. Spotlight Reports: The system generates a summarized report around entities of interest, which consists of the following:
 1. Dynamic Rules – the user can define relevant questions of interest (e.g. “Check whether the entity has any relations to fraudulent entities...”) and to receive on-the-spot insights
 2. Personal Details:
 1. Overview – Workplace, Education, Location and Hometown
 2. Family Members – List of family members, based on explicit and implicit data
 3. Geographical Affiliations – Geographical breakdown of the countries affiliated with the Entity
8. Tailored Algorithms: The system supports the following algorithms:
 1. Profile Finder – finding the relevant Facebook profile of a Subject of Interest, based on a name and other known attributes

2. Clusters Analysis
 1. Breakdown – an automatic segmentation of the topology into clusters
 2. Identification – an automatic labeling of the clusters
3. Relation Analysis:
 1. Essence – providing insights about the essence of the relationships, whether Business, Family or Personal relations
 2. Strength – providing conclusions about the strength of the relations
4. Impact - gauging the resonance a particular post made in the global social sphere
5. Summary – generates an automatic summary of a given post
9. Apollo: A proprietary tool for discovering relationships between two or more given entities. By visualizing the middlemen between both sides, the user can identify hidden relations and to better understand them
10. Web-Profiles. The system supports the following features:
 1. Social Profile – the user can browse the subject of interest’s social network profile
 2. Knowledge Base – the user can add identification and remarks to the profile
 3. Posts – the user can analyze all of the content generated by an individual
11. Filters: The system supports the following filters: Location \ Time \ Social networks \ Keywords
12. PDF importer with messages (including search, filter and sort)
13. Exporter
14. Friendship Report

Exhibit B- Voyager – Training Services

Training Services – Voyager will provide two training courses for the trial for a length of time agreed to between both parties:

I. Navigating Social Media

Description: Voyager's Navigating Social Media course is built to provide analysts with a basic understanding of the new world of Social Media, and give them the knowledge they need to ask the right questions.

Analysts will learn about:

- What is Social Media – definitions, behavior and insights
- Focus on major players – Facebook, Twitter, Google+, Tumblr, Instagram
- Discuss how Voyager's products are used by their clients
- Discuss current investigation processes

Location: Client Facilities

Number of Learners: Up to 12 people

II. Voyager Training

Description: Voyager's Liftoff Training course provides every analyst with the information needed to start operating the Voyager system, from the Collection phase to the Analysis.

Analysts will learn how to:

- Conduct searches and build queries – Profile and Topics (basic navigation)
- Perform Analysis using various display modes (basic navigation)
- Hands-on investigating for each student (basic navigation)
- Advanced Features and Searches for in-depth investigations (advanced)

Location: Client Facilities

Number of Learners: Up to 12 people