



Date: August 2, 2019
Order # 20190802.201.03

Customer (User):

DC Fusion Center
2720 Martin Luther King Jr Ave SE
Washington, D.C. 20032

Babel Street Contact:

Steve Tomaselli
stomaselli@babelstreet.com
+1.703.956.3572

Product	Term	Product Code	Standard Price	Extended Price	QTY	Total Price
SLED Package	Annual	BSP-001-S01	\$43,700.00	\$25,000.00	1	\$25,000.00
<i>This limited time, promotional package represents a 42.79% discount off standard price and includes the products listed below</i>						
Babel X: Babel Research Subscription	Annual	BXR-001-001	\$9,500.00	Included	Up to 3	Included
<i>Authorized User with access to up to 10 active Babel Channels and 1,000 Public Records Searches, and virtual training via Babel University</i>						
Babel X Subscription	Annual	BXC-001-001	\$15,200.00	Included	1	Included
<i>Authorized User with access to five (5) Active Filters, up to 10 active Babel Channels, and 1,000 Public Records Searches, and virtual training via Babel University</i>						
Additional Active Filters	Annual	BAF-S01-S01	\$1,250.00	\$1,250.00	10	\$12,500.00
<i>Additional Active Filters for Babel X Subscription purchased with SLED Package</i>						
Order Form Total:						\$37,500.00

Terms and Conditions

All capitalized terms used in this Order Form but not defined herein shall have the meaning given to such terms in the Babel Street End User Subscription Terms (as defined below). If an "Additional Terms" box is checked above, those terms are attached hereto, and incorporated by this reference into, the Agreement (as defined in the Terms).

Subscription Term

The period during which Customer may access its subscription shall be twelve (12) months unless specifically stated elsewhere within this Order Form ("Subscription Term"). The Subscription Term shall commence on the earlier to occur of (i) the date on which Babel Street provides the Customer with log-in credentials for either Babel University or Babel X ("the Application"), or (ii) the date that is seven (7) calendar days following execution of this Order Form (in either case, the "Subscription Effective Date"). For any renewal Subscription Term, the Subscription Effective Date shall be the calendar day immediately following expiration of either the initial Subscription Term or the then-current renewal Subscription Term, as applicable. Additional products may be purchased during the Subscription Term pursuant to an add-on Order Form (each, an "Add-On Order Form"). Any such additional products shall be coterminous with the original Subscription Term.

Fees

All Fees and expenses are quoted and invoiced in U.S. Dollars unless otherwise specified in this Order Form. All invoiced amounts are due and payable in advance by Customer. Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support provided under this Agreement, including, without limitation, sales, use, excise, value added (VAT), goods and services taxes (GST), personal property, electronic/Internet commerce, export, import, withholding taxes, and third-party fees. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse Babel Street for any such taxes payable or collectible by Babel Street. Such taxes do not include taxes based upon Babel Street's income. Tax exemption certificates or reseller certificates, if any, must be submitted at the time Customer signs an Order Form.

End User Terms

Customer agrees to be bound by the End User Subscription Terms ("Terms") found at <https://www.babelstreet.com/legal/enduserterms-c.pdf>, which are hereby incorporated by reference in their entirety (the Order Form, any Add-On Order Form, the Terms, and any applicable Additional Terms checked above (each, an "Addendum") attached to this Order Form being collectively referred to as the "Agreement"). In the event of a direct conflict between this Order Form and the Terms and/or an applicable Addendum, this Order Form shall control.

Trademarks

Babel Street®, Babel X®, Babel BOX®, Babel Sentry®, Babel Channels™, Locate X™, Babel University®, "Decipher Your World®" and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

Authority

By executing this Order Form, the undersigned hereby certifies that (i) the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, and (ii) the individual signing below has the legal authority to bind the Customer.

No Conflicting Terms

Babel Street's receipt of a purchase order from Customer based on this Order Form is expressly subject to, and contingent upon, Customer's express agreement to the Terms. In the event that the terms in any Customer purchase order differ from, or conflict with, the terms of the Agreement, the Agreement shall control and the conflicting or additional purchase order terms will not apply. Babel Street expressly rejects any additional, different or conflicting terms in a Customer purchase order, and any such purchase order shall be for Customer's internal and/or reference purposes only.

This Order Form is valid for 60 days from the date issued.

Additional Terms:

Babel Street, Inc.

Signature _____

Name _____

Title _____

Date _____

DC Fusion Center

Signature _____

Name _____

Title _____

Date _____

PO# _____

**Send
Invoice
To Email:** _____

