

## 2019 District Intelligence Officer Program Course Schedule

TIME	Wednesday Jan 30	Thursday Jan 31	Tuesday Feb 5	Wednesday Feb 6
0730-0800 Location	Roll Call MPA - Auditorium	Roll Call MPA – Auditorium	Roll Call MPA - Auditorium	Roll Call MPA – Auditorium
0800-0850	Introduction to Intelligence  Lt. [REDACTED]	Intel Collecting Using Data & Analytics  Carolyn Montagna	Introduction to Intelligence  Lt. [REDACTED]	Intel Collecting Using Data & Analytics  Carolyn Montagna
0850-0900	Break	Break	Break	Break
0900-0950	Introduction to Intelligence  Lt. [REDACTED]	Social Media  [REDACTED]	Introduction to Intelligence  Lt. [REDACTED]	Social Media  [REDACTED]
0950-1000	Break	Break	Break	Break
1000-1050	28 CFR/ Gang Database  [REDACTED]	First Amendment Demonstrations  Sgt. [REDACTED]	28 CFR Gang Database  [REDACTED]	First Amendment Demonstrations  Sgt. [REDACTED]
1050-1100	Break	Break	Break	Break
1100-1200	Gang Database  [REDACTED]	Capital Watch Program  Det. [REDACTED]	Gang Database  [REDACTED]	Capital Watch Program  Det. [REDACTED]
1200-1300	Lunch	Lunch	Lunch	Lunch
1300-1350	Source Development  Lt. [REDACTED]	Homicide Investigations  Lt. [REDACTED]	Source Development  Lt. [REDACTED]	Homicide Investigations  Lt. [REDACTED]
1350-1400	Break	Break	Break	Break
1400-1450	Street Interviews  Ofc. [REDACTED]	Emotional Intelligence  Detective [REDACTED]	Intel Gathering and documentation  [REDACTED]	Emotional Intelligence  Detective [REDACTED]
1450-1500	Break	Break	Break	Break
1500-1600	Information Collection/Beat Books  Ofc. [REDACTED]	Course Wrap Up  Lt. [REDACTED]	Intel Gathering and documentation  [REDACTED]	Course Wrap Up  Lt. [REDACTED]

TIME	Thursday Feb 7	Friday Feb 8
0730-0800 Location	Roll Call MPA - Auditorium	Roll Call MPA – Auditorium
0800-0850	Introduction to Intelligence Lt. [REDACTED]	Intel Collecting Using Data & Analytics Carolyn Montagna
0850-0900	Break	Break
0900-0950	Introduction to Intelligence Lt. [REDACTED]	Social Media [REDACTED]
0950-1000	Break	Break
1000-1050	28 CFR/ Gang Database [REDACTED]	First Amendment Demonstrations Sgt. [REDACTED]
	Break	Break
1100-1200	Gang Database [REDACTED]	Capital Watch Program Det. [REDACTED]
1200-1300	Lunch	Lunch
1300-1350	Source Development Lt. [REDACTED]	Homicide Investigations Lt. [REDACTED]
	Break	Break
1400-1450	Street Interviews Ofc. [REDACTED]	Emotional Intelligence Detective [REDACTED]
	Break	Break
1500-1600	Information Collection/Beat Books Ofc. [REDACTED]	Course Wrap Up Lt. [REDACTED]

**Gmail**

Email: [REDACTED]  
Password: [REDACTED]

Secondary account: [REDACTED]  
Password: [REDACTED]  
- [REDACTED] is the recovery email.

**Facebook**

Email: [REDACTED]  
Password: [REDACTED]

Secondary account: [REDACTED]  
Password: [REDACTED]

**Instagram**

Email: [REDACTED]  
Username: [REDACTED]  
Password: [REDACTED]

**Twitter**

Email: [REDACTED]  
Password: [REDACTED]

**Youtube**

Email: [REDACTED]  
Password: [REDACTED]  
\*The password is case sensitive.

**Offer Up**

Login: [REDACTED]il  
Password: [REDACTED]

**LetGo**

Login: [REDACTED]  
Password: [REDACTED]

**Tumblr**

Email: [REDACTED]  
Password: [REDACTED]

**Tagged**

Email: [REDACTED]  
Password: [REDACTED]  
[REDACTED]

**Linked in**

Email: [REDACTED]  
Password: [REDACTED]

**Foursquare**

Email: [REDACTED]

Password: [REDACTED]



### **Criminal Research Specialist – Social Media Use Policy**

The Criminal Research Specialists will only utilize social media to seek or retain information that:

1. Is based upon a criminal predicate or threat to public safety; or
2. Is relevant to the investigation and prosecution of suspected criminal incidents; the resulting justice system response; the enforcement of sanctions, orders, or sentences; or the prevention of crime; or
3. Is useful in crime analysis or situational assessment reports for the administration of criminal justice and public safety.

The Criminal Research Specialist staff shall not use their own personal accounts to perform any searches via social media. Instead, they will use the specified CRS accounts to search publicly available information via social media sites. There shall be absolutely no interaction between the CRS personnel and the subject/group. The accounts shall be used solely for monitoring and viewing “open” profiles. The CRS staff will not try to “friend”, “follow”, “like”, “post”, etc. on any of the subjects’ pages or information. Any violation of this policy is a direct violation of MPD Policy and will result in disciplinary action.

Additionally, the CRS staff will not change or alter the CRS social media accounts in any way unless instructed to do so by the CRS Supervisor. The CRS accounts shall not be used for any purposes that are not work-related.

After a major incident (such as a homicide or shooting), the CRS personnel shall try to obtain information in reference to the victim’s or suspect’s social media accounts. Any information found in these accounts shall be relayed to the detective in a Preliminary Investigative Report.

The method behind finding any information found via social media must be documented properly in the report. For example:

- The following information was obtained from Accurint’s “Virtual Identity Report”.
- The following information was obtained by searching the phone number xxx-xxx-xxxx through the Facebook search function.

Additionally, if an individual is found by searching any of their known associates, the source individual must be noted.

If social media has been found, the website links and relevant screenshots must be sent to the detective. It is ultimately the job of the detective to determine accuracy, validity, and/or authenticity of the information. Information obtained by the CRS via social media may not be submitted as evidence. The detective must subpoena the information for it to be admitted to court. Social media postings should not be disseminated to outside agencies, unless approved by the CRS Supervisor.

**From:** [REDACTED] (MPD) [REDACTED]@dc.gov>  
**Sent:** Monday, October 1, 2018 2:47 PM  
**To:** Montagna, Carolyn (MPD) <carolyn.montagna@dc.gov>  
**Subject:** RE: Dataminr Next Steps: MSA Redlines & Legal Call

Okay. If they say otherwise, just let me know and I can resubmit for FY19.

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**From:** Montagna, Carolyn (MPD)  
**Sent:** Monday, October 01, 2018 2:38 PM  
**To:** [REDACTED] (MPD) <[REDACTED]@dc.gov>  
**Subject:** RE: Dataminr Next Steps: MSA Redlines & Legal Call

I guess not. Nope, I'm about to send an email just to OCP to see if they have anything on this.

---

**From:** [REDACTED] (MPD)  
**Sent:** Monday, October 01, 2018 2:10 PM  
**To:** Montagna, Carolyn (MPD) <carolyn.montagna@dc.gov>  
**Subject:** RE: Dataminr Next Steps: MSA Redlines & Legal Call

I see. Does that mean that I should not even try to resubmit this again? Has OCP given you any sort of update?

---

**From:** Montagna, Carolyn (MPD)  
**Sent:** Monday, October 01, 2018 1:43 PM  
**To:** [REDACTED] (MPD) <[REDACTED]@dc.gov>  
**Subject:** FW: Dataminr Next Steps: MSA Redlines & Legal Call

See below – sounds like they couldn't get the redlines finalized.

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**From:** Katherine Faley [<mailto:kfaley@dataminr.com>]  
**Sent:** Monday, October 01, 2018 1:25 PM  
**To:** [REDACTED] (OCP) <[REDACTED]@dc.gov>  
**Cc:** [REDACTED] <[aalbanese@dataminr.com](mailto:aalbanese@dataminr.com)>; [REDACTED] (OCP) <[REDACTED]@dc.gov>; [REDACTED] (OCP) <[REDACTED]@dc.gov>; Paul Tierney <[ptierney@dataminr.com](mailto:ptierney@dataminr.com)>; Montagna, Carolyn (MPD) <carolyn.montagna@dc.gov>  
**Subject:** Re: Dataminr Next Steps: MSA Redlines & Legal Call

**CAUTION:** This email originated from outside of the DC Government. Do not click on links or open attachments

unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to [phishing@dc.gov](mailto:phishing@dc.gov) for additional analysis by OCTO Security Operations Center (SOC).

Carolyn, [REDACTED]

We've appreciated the opportunity to work with DC MPD. It sounds like the timing isn't right for DC MPD to formalize a relationship with Dataminr. Without the OCP contract redlines, we are unable to move forward at this time. Note that the Dataminr price quote for MPD has expired. Please reach out to us when MPD is ready to move forward, and we'd be happy to support MPD's important public safety mission.

We look forward to working with you in the future and wishing all the best.

Thanks,

Kat

[REDACTED]

**Katherine Faley**

Associate Director, Public Sector  
C: +1 202.794.6649



On Mon, Sep 10, 2018 at 10:38 AM Katherine Faley <[kfaley@dataminr.com](mailto:kfaley@dataminr.com)> wrote:

Hi [REDACTED]

I hope you had a nice weekend. I am following up to receive OCP's redlines to the MPD-reviewed Dataminr MSA. When should we expect to receive those and to set up a call between our legal team and OCP's GC? I appreciate your help, and we're looking forward to next steps.

Thanks,

Kat



[REDACTED]

**Katherine Faley**

Associate Director, Public Sector  
C: +1 202.794.6649



On Tue, Aug 28, 2018 at 9:09 AM Amy Albanese <[aalbanese@dataminr.com](mailto:aalbanese@dataminr.com)> wrote:

Good Morning [REDACTED] (& team),

I hope your week is off to a great start and that you are able to avoid the sweltering heat (thank goodness for AC!).

With Kat out of the office, I wanted to follow up regarding the redlines from OCP GC. Do you have an estimated timeframe for when we can expect those?

If you have any questions for us, please let me know.

Thank you!

Amy



**Amy Albanese**

Client Engagement Manager

C: +1 571-297-7797

[Twitter](#) | [LinkedIn](#)

2101 Wilson Boulevard, Ste 1002  
Arlington, VA 22201

Dataminr in the news:

[TechCrunch](#) | [Deloitte](#) | [Built in NYC](#) | [Security Magazine](#) | [PR Week](#)



On Wed, Aug 22, 2018 at 11:41 AM Katherine Faley <[kfaley@dataminr.com](mailto:kfaley@dataminr.com)> wrote:

Hi [REDACTED],

I hope your week is going well. Would you be able to provide us with the redlines from the OCP GC for our team to review? We're looking forward to next steps.

Thanks,

Kat



**Katherine Faley**

Associate Director, Public Sector

C: +1 202.794.6649





On Fri, Aug 17, 2018 at 2:23 PM Katherine Faley <[kfaley@dataminr.com](mailto:kfaley@dataminr.com)> wrote:



Thank you and the rest of the DC team for taking the time to discuss the status of the Dataminr contract redlines and next steps.

Please find below the email correspondence from March 15 in which Dataminr accepted MPD's redlines to Dataminr's MSA. Please find attached the MPD-reviewed Dataminr MSA combined with the SOW; the redlines in this document reflect MPD's requested changes. We understand that these changes do not reflect OCP's concerns, and we look forward to reviewing the OCP redlines and setting up a call for both legal teams to discuss. As we did with MPD, we will work with OCP GC to address any concerns.

At one point, we had added the MPD-reviewed Dataminr MSA into the DC Data Rights provision document, taken from DC's Standard Contract Provisions, for ease of reviewing all contract terms. This may have caused some confusion. I'm reattaching the Data Rights provision-- no changes were made to this document. In addition, Dataminr has reviewed and is okay with DC's Standard Contract Provisions.

We're looking forward to reviewing the OCP GC's redlines to the MPD-reviewed Dataminr MSA and setting up a call with both legal teams to discuss OCP's concerns.

Please let me know if you have any questions. Have a great weekend!

Thanks,

Kat



**Katherine Faley**

Associate Director, Public Sector  
C: +1 202.794.6649



----- Forwarded message -----  
From: **Jeffrey Long** <[jlong@dataminr.com](mailto:jlong@dataminr.com)>

Date: Thu, Mar 15, 2018 at 5:33 PM

Subject: Fwd: Datmainr SOW

To: "[REDACTED] (MPD)" <[REDACTED]@dc.gov>

Cc: "Montagna, Carolyn (MPD)" <carolyn.montagna@dc.gov>, "Harris, Ronald (MPD)" <Ronald.Harris@dc.gov>, "[REDACTED] (MPD)" <[REDACTED]@dc.gov>

Hi [REDACTED],

Thank you again for the review.

Our counsel accepted the changes. He did add 2 things; red lines are attached; I've also copied below his comments on what he did to the agreement:

*"Changes are okay. Attached is a redline. I deleted the highlighted sections and changed New York law to DC law in section 24(e). In addition, I made two other changes which should be non-controversial. First, in section 5, I added a sentence stating "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." Second, I modified Section 24(i) to state that the agreement can only be amended by written agreement of both parties. The deleted paragraph is only applicable where the customer agrees to our link."*

Please keep me posted here. We look forward to formalizing our relationship with MPD.

We can get everyone's Dataminr News Accounts turned on within a day or so of receiving the signed SOW.

Thanks again,

jeff



[REDACTED]

**Jeff Long**

Director of State and Major City Partnerships

C: +1 914-671-3198

[LinkedIn](#)

----- Forwarded message -----

From: [REDACTED] (MPD) <[REDACTED]@dc.gov>

Date: Thu, Mar 15, 2018 at 11:47 AM

Subject: RE: Datmainr SOW

To: Jeffrey Long <jlong@dataminr.com>

Cc: "Harris, Ronald (MPD)" <Ronald.Harris@dc.gov>, "Montagna, Carolyn

(MPD)" < [carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)>, "[REDACTED] (MPD)"  
< [REDACTED]@dc.gov >

Good morning Jeff,

The MSA has been reviewed by our General Counsel and has advised that MPD cannot enter into this agreement with the highlighted provisions. It will be a violation of Federal and District law to agree to these indemnification provisions.

The recommended changes are:

- Item 24. ( e ) needs to be changed to the laws of the District of Columbia instead of New York
- All other highlighted changes will need to be removed

Please advise if these changes can be accommodated on your end. Please let me know if you have any questions or need any further information.

Thank you,

[REDACTED]

**From:** Jeffrey Long [mailto: [jlong@dataminr.com](mailto:jlong@dataminr.com)]

**Sent:** Tuesday, February 27, 2018 4:19 PM

**To:** [REDACTED] (MPD) < [REDACTED]@dc.gov >

**Cc:** Montagna, Carolyn (MPD) < [carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)>; [REDACTED] . (OCP)  
< [REDACTED]@dc.gov >

**Subject:** Datmainr SOW

Hi [REDACTED]

Thank you for your time by phone. We look forward to formalizing our relationship with DC MPD.

As discussed, here's the Dataminr SOW, which we need signed in order to execute a contract, bill and provide the Dataminr service. Below is a breakdown of what I am attaching:

**Statement of Work (SOW):** This outlines the terms of what is being bought and for how long; the SOW also links to certain terms (specifically the Dataminr "MSA" and "SLA"), which are being agreed to by signing. I am also attaching the terms as Word documents so they can be more easily reviewed and red-lined (if requested).

**Service Level Agreement (SLA):** Dataminr's commitment of availability.

Dataminr accepts redlines to this document.

**Master Services Agreement (MSA):** Dataminr's own terms and conditions (Dataminr accepts redlines). There are also Third Party Terms, included in the MSA; Dataminr is not able to accept redlines to the Third Party Terms ("Third Party Materials") section of the MSA.

Can you please have your legal department review, provide any redlines or sign?

We can then get Carolyn's team up and running with Dataminr ASAP.

Respectfully,

Jeff

**Jeff Long**

Director of State and Major City Partnerships

C: [+1 914-671-3198](tel:+19146713198)

[LinkedIn](#)

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NYC and Dataminr Announce Partnership: [Link to Video](#)

[Taking A Look Back: How the Biggest Events of 2017 Broke on Social](#)

**From:** [Montagna, Carolyn \(MPD\)](#)  
**To:** [Deville, Keith \(MPD\)](#)  
**Subject:** FW: Dataminr Update  
**Date:** Thursday, October 26, 2017 9:15:35 AM  
**Attachments:** [Service Level Agreement \(SLA\).docx](#)  
[Dataminr Third Party Terms.pdf](#)  
[Dataminr Master Services Agreement \(MSA\).docx](#)  
[Washington, DC MPD Price Quote 092217.pdf](#)  
[Dataminr SOW for DC MPD 092217.docx](#)

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Here is the email exchange with Tip and Dataminr and some of the documents Dataminr sent last week. It looks like Ms. Turner said we had to get the agreement down to 5 license and Dataminr is saying they would only do the original quote of 10.

**From:** Jeffrey Long [mailto:[jlong@dataminr.com](mailto:jlong@dataminr.com)]  
**Sent:** Tuesday, October 17, 2017 11:12 PM  
**To:** Montagna, Carolyn (MPD)  
**Subject:** Fwd: Dataminr Update

Hi Carolyn,

Here's the email chain that references the 5 accounts and my email back to Tip discussing our original offer in addition to our new offer of an unlimited number of pilot accounts if we can get to the 10 account procurement we had been discussing since the spring.

Thank you!

jeff



**Jeff Long**

Director of State and Major City Partnerships  
C: +1 914-671-3198

[LinkedIn](#)



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Dataminr in the news: [TechCrunch](#) | [The Economist](#)

NYC and Dataminr Announce Partnership: [Link to Video](#)

----- Forwarded message -----

**From:** Jeffrey Long <[jlong@dataminr.com](mailto:jlong@dataminr.com)>  
**Date:** Wed, Oct 4, 2017 at 10:17 AM  
**Subject:** Re: Dataminr Update  
**To:** "Wight, Lee (MPD)" <[Lee.Wight@dc.gov](mailto:Lee.Wight@dc.gov)>

Hi Tip,

Thank you for this, and appreciate all you continue to do to push this with your leadership. It might be worth having me connect directly with the COO's office or the Assistant Chief based

on the feedback you received below, which states that MPD is preparing for a 5 license procurement.

### **5 Licenses vs. 10 Licenses**

I just confirmed with my leadership that Dataminr is unable to sell 5 licenses to DC MPD; the original proposal sent last spring -- and resent a few weeks ago -- was for 10 licenses, which is much more in line with an agency of MPD's size and scale.

During the no cost pilot last winter, MPD had over 30 individuals with accounts. However, I understand the pilot was during an "all hands on deck" situation given the inauguration; that said, we have not done -- and can't do procurements -- for an agency of MPD's size at 5 licenses.

[It's important to note that Dataminr's value is the information its alerts provide, and that value is very easily shared so Dataminr has to maintain some level of minimum purchase; we believe the original 10 license proposal remains fair and reasonable based on the successful pilot last winter and existing customer procurement data].

### **Current Offer to DC MPD**

What Dataminr can offer is the following: 10 licenses at the price provided last spring of \$6,850 (the current price is now actually \$7,850) for a total 1-year cost of \$68,500 + an *unlimited* number of no cost trial licenses for all DC MPD personnel for the duration of the 1-year contract. [This is a very similar model we've followed with the FBI, DHS and NYC and other LEA's -- we understand there may be some hesitancy to get Dataminr alerts into the hands of personnel outside of the JSTACC but Dataminr believes -- as do our many of Dataminr's customers -- that Dataminr can provide significant value outside of the core watch center type of use case.]

Can you help me coordinate an in person 30 minute meeting with the COO or Assistant Chief's office so I can explain this and provide further context?

Thank you for your help and support.

Very respectfully,

Jeff

#### **Jeff Long**

Director of State and Major City Partnerships

C: [+1 914-671-3198](tel:+19146713198)

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NYC and Dataminr Announce Partnership: [Link to Video](#)

On Fri, Sep 29, 2017 at 4:57 PM, Wight, Lee (MPD) < [Lee.Wight@dc.gov](mailto:Lee.Wight@dc.gov) > wrote:  
FYI-progress

Lee "Tip" Wight  
Director, Joint Strategic & Tactical Analysis Command Center  
Homeland Security Bureau  
DC Metropolitan Police Department  
[300 Indiana Ave NW, #6154](#)  
O: [202-727-8707](tel:202-727-8707)  
C: [202-695-4715](tel:202-695-4715)

Begin forwarded message:

**From:** "Adminbox, HSB (MPD)" <[hsb.adminbox@dc.gov](mailto:hsb.adminbox@dc.gov)>  
**Date:** September 29, 2017 at 16:32:41 EDT  
**To:** "Wight, Lee (MPD)" <[Lee.Wight@dc.gov](mailto:Lee.Wight@dc.gov)>, "Montagna, Carolyn (MPD)" <[carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)>  
**Subject:** Dataminr Update

Ms. [REDACTED] in the COOs office has this request and will coordinate using HS funds to purchase 5 licenses. This will be in "October" – COO didn't specify date.

Thank you

*Sergeant* [REDACTED]  
Office of the Assistant Chief  
Homeland Security Bureau  
Metropolitan Police Department  
[300 Indiana Ave NW, Room 5050](#)  
[Washington, DC 20001](#)  
Office: [202-](tel:202-)[REDACTED]  
Cell: [202-](tel:202-)[REDACTED]

"We are here to help."

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The new school year is here and every day is a new opportunity for our students to learn and grow. We all have a role to play in ensuring students get to school, ready to learn, and understand that #EveryDayCounts. Go to [attendance.dc.gov](http://attendance.dc.gov) to learn more.

The new school year is here and every day is a new opportunity for our students to learn and grow. We all have a role to play in ensuring students get to school, ready to learn, and

understand that #EveryDayCounts. Go to [attendance.dc.gov](https://attendance.dc.gov) to learn more.





## SERVICE LEVEL AGREEMENT

**“Planned Maintenance Windows”** shall mean periodic Services interruptions necessary for Dataminr to maintain the proper functioning of the Services, which may include administration changes and component upgrades.

**“Unplanned Maintenance”** shall mean unplanned maintenance activity and affiliated Services interruptions necessary for circumstances when Dataminr cannot plan a Services interruption in advance.

**“Key Services”** shall mean those primary features, the absence of which would significantly impair the system:

- a. User Login/Authentication – i.e., Customer users are able to login to the Services’ web interface;
- b. Alert Delivery – i.e., Customer users are receiving Services alerts in the web interface corresponding to their user’s criteria as defined in User Settings;
- c. Search – i.e., Customer users are able to search for terms of interest and view the Search Panel containing Alerts, volume graph and geographic rendering of activity corresponding to search terms (the number and types of searches may be constrained in order ensure system performance and will not be considered Services interruption).

**“Down”** shall mean those times, when due to a failure of Dataminr, Dataminr’s automated monitoring has detected:

- a. One or more Key Services are interrupted for greater than a consecutive five (5) minute period due to a failure on the part of Dataminr; or
- b. Key Services are interrupted for greater than thirty-five (35) non-consecutive minutes in a one (1) hour period, as measured from the beginning of the hour

for the majority of Customer’s Services active users.

**“Downtime Interval”** shall mean the amount of time in which:

- a. If the Dataminr service is Down for a continuous time period, then the time at which an interruption to a Key Service is first detected to when all Key Services are again available; or
- b. If the Services are Down for more than thirty-five (35) non-consecutive minutes in a one (1) hour period, then the total of all Services interruptions to Key Services in that hour.
- c. For clarity in (a) and (b) above, a Services interruption resulting in an interruption of Key Services at 10:23 AM and returning at 10:33 AM will result in a ten (10) minute Downtime Interval. A three (3) minute Service interruption will not result in a Downtime Interval. A one (1) hour period in which Key Services are interrupted for forty (40) non-consecutive minutes will result in a forty (40) minute Downtime Interval.
- d. For Customer-reported Services interruptions, the interval of time when such Services interruption is first reported by Customer and ending when all Key Services are again available

**“Monthly Downtime”** shall mean the total of all Downtime Intervals in a calendar month.

### **Service Level Guarantee**

- a. Dataminr will use commercially reasonable efforts to minimize Services interruptions during Planned Maintenance Windows. Most Planned Maintenance Windows will not result in a Services interruption. When Dataminr expects Services interruptions during a Planned Maintenance Window, Dataminr shall use commercially reasonable efforts to notify Customer of such interruption and, when possible, shall schedule these Services interruptions during weekend nighttime periods. Dataminr will announce Planned Maintenance Windows at least twenty-four (24) hours in advance of such Planned Maintenance Window. Dataminr may schedule Planned Maintenance Windows on a recurring basis. As of the Effective Date (subject to change upon notice to Customer), there shall be a Planned Maintenance Window, which is not



expected to result in a Services interruption, reoccurring on Monday night between the hours of 6:00 – 9:00 PM EST, or in the event that Monday is a US Holiday, Tuesday night during the same time period.

- b. Dataminr will use commercially reasonable efforts to give Customer prior notice of Unplanned Maintenance.
- c. Dataminr will make the Services available 99% of the time on a monthly basis. Dataminr will calculate availability per calendar month as the total minutes in that calendar month minus the Monthly Downtime divided by the total minutes in that calendar month. Should Dataminr fail to make the Services available as set forth above during two (2) consecutive calendar months, or three (3) times in any of six (6) consecutive calendar months, Customer may immediately terminate the Agreement upon notice to Dataminr, in which case Dataminr will refund to the Customer, on a prorated basis, any prepaid Fees for the remainder of the Term. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this Service Level Guarantee section.

## Dataminr, Inc.

### Third Party Terms, Conditions and Notices

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

#### Twitter

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

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

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

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

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

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

**Termination.** Dataminr may immediately terminate your access to the Twitter Content through this Agreement in the event that Dataminr merges or is acquired, in whole or in part, by any third party, whether voluntarily or involuntarily, and/or by operation of law (including without limitation in connection with a merger, acquisition, or sale of assets), whether the Dataminr is the surviving or disappearing entity. Additionally, Dataminr may immediately terminate your access to and continued access to Twitter Content, in the event that (i) you are not in compliance with the Twitter Terms of Services, Rules, Privacy Policy, Developer Policy, or Developer Rules of the Road, as applicable, or (ii) you use the Twitter Content in a manner that is otherwise harmful to the Twitter Content, Twitter, Twitter's licensors, or Twitter's users, or any of the foregoing's reputation.

**TV Rating.** You will not use or access the Twitter Content for purposes of creating or distributing a TV Rating. A "TV Rating" is a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, and against a defined set or subset of other television programs.

**Geographic Information.** You will not aggregate, cache, or store location data and other geographic information contained in Twitter Content, separately from the Tweet to which it is associated. You may only use location data or geographic information to identify the location tagged by the Tweet. Any use of location data or geographic information on a standalone basis or beyond the license granted herein is a breach of this Agreement.

**Government Use.** Twitter Content is 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 Twitter Content by any government entity is prohibited, except as expressly permitted by the terms hereunder. 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/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.

### **Google Translate**

[Google Translate](#) is used to power translation within certain Dataminr Products.

THIS SERVICE 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.



## MASTER SERVICES AGREEMENT

1. **Parties.** This Master Services Agreement (this “Master Agreement”) is entered into by Customer (as defined in the Statement of Work (“SOW”) that this Master Services Agreement governs) and Dataminr, Inc. (“Dataminr”). Customer must execute at least one SOW to purchase access to Dataminr services (individually and collectively, “Services”). To purchase additional Services, Customer must execute an additional SOW (which will be numbered sequentially, e.g., “SOW 1”, SOW 2”, and so on) that references this Agreement and sets forth the specific Services to be provided to Customer. This Master Agreement and all SOWs entered into by the parties pursuant to this Master Agreement are collectively referred to herein as the “Agreement”.
2. **Description of Services.** Dataminr provides a software-as-a-service solution that, among other things, provides real-time alerts (“Alerts”) sourced from publicly available data, information and materials from social media platforms, including public tweets and other public content made available through Twitter (collectively, the “Third Party Materials”).
3. **Provision of Services.**
  - a. Customer’s Affiliates may purchase access to Services under the terms and conditions of this Master Agreement by mutually executing a SOW with Dataminr; provided that Customer shall remain responsible for its Affiliates’ compliance with all of the terms and conditions of this Agreement. An “Affiliate” of Customer is an entity that is controlled, controlled by, or is under common control with Customer.
  - b. Dataminr will make the Services purchased by Customer available to Customer in accordance with this Agreement. Customer’s Authorized Users (as defined below) may access and use the Services solely for Customer’s internal purposes. An “Authorized User” is any employee or contractor of Customer or Customer’s Affiliate (if such Affiliate has executed a SOW with Dataminr). The number of Authorized Users shall be no greater than the number of licenses set forth on the applicable SOW. 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.
  - c. Customer and each Authorized User may need to register for an account to access the Services. Customer shall and shall ensure that its Authorized Users provide accurate, current and complete account information and promptly update this information if it should change. Usernames and passwords for the Services (collectively, “Authentication Credentials”) are personal to each Authorized User and cannot be shared or used by more than one Authorized User. 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 [www.dataminr.com/legal/sla](http://www.dataminr.com/legal/sla).
5. **Third Party Materials.** Customer acknowledges and agrees that Customer’s use of the Third Party Materials shall be subject to (and Customer agrees it is bound by) the third party terms and conditions (collectively, the “Third Party Terms”) found at [www.dataminr.com/thirdpartyterms](http://www.dataminr.com/thirdpartyterms) (the “Third Party Terms Site”). The Third Party Terms may be modified from time to time by Dataminr and/or its third party licensors and data vendors at any time in their sole discretion by posting new terms at the Third Party Terms Site. These Third Party Terms are hereby incorporated into this Agreement. Customer is responsible for checking the Third Party Terms Site for updates, and any use by Customer of the Services following a change to the Third Party Terms shall constitute acceptance of such change. If Customer does not agree to the amended Third Party Terms, Customer must stop accessing and using the Services. Customer acknowledges that Dataminr does not own, create or control the Third Party Materials and that the Third Party Materials delivered to Customer by the Services may include content that is objectionable to Customer or its Authorized Users. Dataminr disclaims and makes no representation or



warranty with respect to the Third Party Materials or any portion thereof and assumes no liability for any claim that may arise with respect to the Third Party Materials or Customer's use, misuse or inability to use the same.

6. **Restrictions.** Customer will not use or make available the Services in a manner that allows any person or entity other than its Authorized Users to access or use the Services or any Third-Party Materials provided through the Services or otherwise permit unauthorized access to the Services. Customer shall not, and shall ensure that its Authorized Users do not: (a) modify, translate, or create derivative works of the Services, any underlying ideas, technology, or related software of the foregoing; (b) allow access to the Services by any persons other than Authorized Users; (c) rent, sell, lease, distribute, publish, circulate, disseminate, pledge, assign, or otherwise transfer the Services to any persons other than Authorized Users; (d) 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; (e) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (f) interfere with, modify, disrupt or disable features or functionality of the Services, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Services; (g) knowingly or negligently transmit in any Services or Third Party Materials, viruses, Trojan horses, worms, time bombs, corrupted files, or other computer programming routines intended to detrimentally interfere with or expropriate any systems, data, personal information, or property of another (and upon discovery of any such transmission, Customer shall immediately inform Dataminr of said transmission at legal@dataminr.com and Customer shall cooperate in good faith to remedy and limit the harm and injury done by said transmission); (h) provide use of the Services on a service bureau, time-sharing, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services in any way; (i) 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; (j) 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 except with Dataminr's advance written approval; or (k) use the Services or the Third Party Materials in violation of any applicable laws. During the Term, Dataminr or its representatives may, in Dataminr's sole discretion, audit Customer's compliance with this Section, provided that no more than one audit may be conducted in any twelve-month period. Customer shall reasonably cooperate with Dataminr's audit and provide access to records, equipment, information and personnel requested by Dataminr related to Customer's use of the Services. Dataminr may conduct audits only during Customer's normal business hours and in a manner that does not unreasonably interfere with Customer's business operations.

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

8. **Fees.** Customer shall pay Dataminr the fees set forth on each applicable SOW (the "Fees") in accordance with this Section 8. Except as otherwise specified on an applicable SOW, Fees due under a SOW will be invoiced upon execution of such SOW. 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 taxes based on Dataminr's net income), unless Customer provides to Dataminr a valid tax-exempt certificate. Dataminr may change the Fees from time to time hereunder by providing at least forty-five (45) days' prior notice to Customer; provided that, such change in Fees will not go into effect until the commencement of the next renewal term of the applicable SOW.

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

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

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

d. The obligations regarding Confidential Information under this Section 11, including all trade secrets of a Party, survive the expiration or termination of this Agreement.

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

13. **Intellectual Property.**

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

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

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

14. **Security.** Dataminr has established, and will maintain during the Term, commercially reasonable administrative, physical and technical safeguards for the protection of the Customer Content 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 Content.

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

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

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

19. **Export, Import and Government Restrictions.** Customer is advised that the Services (and any accompanying software) are subject to U.S. export laws as well as the laws of the country where it is delivered or used. Customer agrees to abide by all of these laws and restrictions on selling, leasing, using, or transferring the Services to restricted locations or restricted end-users.

20. **Limitation of Liability.** 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 (A) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, AND (B) DATAMINR WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR 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. SUBJECT TO DATAMINR’S LIMITATION OF LIABILITY WITH RESPECT TO THIRD PARTY MATERIALS SET FORTH IN SECTION 5, WITH RESPECT TO EACH SOW, NEITHER DATAMINR NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES ARISING UNDER SUCH SOW THAT, IN THE AGGREGATE, EXCEED THE FEES PAID (OR PAYABLE) TO DATAMINR UNDER SUCH SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. Notwithstanding the foregoing, these Section 20 limitations will not apply to a Party’s indemnification obligations or breaches of confidentiality obligations, gross negligence or willful misconduct or Customer’s breach of Section 6.

21. **Indemnification.**

a. Dataminr 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 Dataminr to Customer under this Agreement and used within the scope of this Agreement, infringes or misappropriates any U.S. patent or copyright of such third parties (each, an "Infringement Claim"), provided that Customer: (i) promptly notifies Dataminr in writing of the Infringement Claim (provided that any failure to provide prompt notification shall not relieve Dataminr of its indemnification obligations unless such failure results in material prejudice to Dataminr); (ii) grants Dataminr the option to assume sole control of the defense and settlement of the Infringement Claim; and (iii) provides Dataminr, at Dataminr's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Infringement Claim. In the event of any such Infringement Claim, Dataminr may, at its option: (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 SOW). For the avoidance of doubt, Dataminr shall have no obligation to provide any 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) data accessed or generated by the Services (including, without limitation Third Party Materials); (ii) the combination, operation or use of the Services with equipment, devices, data or software not provided or approved by 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 the preceding sentence. The indemnification obligations set forth in this Section 21 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.

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

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

24. **Miscellaneous.**

a. 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 SOW, and, for Dataminr: Attn: Legal Department, Dataminr, Inc. 6 E. 32nd Street, 2<sup>nd</sup> Floor, New York, NY 10016 and legal@dataminr.com. 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 SOWs 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, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein.
- j. This Agreement may be amended or modified only by a writing, signed by both Parties. This Master Agreement and any amendments or SOWs 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.
- k. In the event of conflict between this Master Agreement and any SOW, the Master Agreement shall control and prevail. In the event of any conflict between this Master Agreement or any SOW and any Third Party Terms, the Third Party Terms shall control and prevail but only with respect to the specific Third Party Materials governed by the conflicting Third Party Terms.
- l. 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/manufacturer is Dataminr, Inc. with offices at 6 East 32<sup>nd</sup> Street, 2<sup>nd</sup> Floor, NY, NY 10016.

# Washington, DC Metropolitan Police Department (MPD)

## PRICE QUOTE

The *Dataminr News Alerting* product may be purchased by MPD at the following price:

PRODUCT	NUMBER OF LICENSES	PRICE PER LICENSE	TOTAL 1-YR COST
<b>Dataminr News Alerting</b>	<b>10 (for 10 unique users)</b>	<b>\$6,850</b>	<b>\$68,500</b>

## TERMS AND CONDITIONS

This offer is for 12-months of access to Dataminr.

Dataminr does not charge additional data usage fees or charge for basic services such as training and basic technical support.

Unique users are considered individual employees of the client, each having a unique Dataminr login identifier, password, and email address, who receive Dataminr output (e.g., news alerts) based on user-specified topic list(s) settings.

Additional persons shall be counted as unique users if they receive regular systematic, programmatic or other routine access to (1) Dataminr emails (generated for news alerts) through automated or manual forwarding, or (2) exported alerts from the user interface via direct integration into other client products or from more widely accessible databases.

In addition to the terms stated herein, all licenses for Dataminr products are subject to Dataminr commercial software license terms and conditions.

Per existing third-party terms, Dataminr reserves the right to integrate additional safeguards to prevent the product from being used for surveillance purposes.

This price quote expires on October 31<sup>st</sup>, 2017.



**Statement of Work No. 1 – Public Sector**

**Effective Date: November 1, 2017**

Customer: Washington, DC Metropolitan Police Department	Address: 300 Indiana Avenue, NW, Washington, DC 20001	
Contact: Tip Wight	Email: <a href="mailto:Lee.wight@dc.gov">Lee.wight@dc.gov</a>	Phone: <a href="tel:202-727-1516">202-727-1516</a>
Billing Contact: <b>Billing Contact</b>	Billing Email: <b>Billing Contact Email</b>	
Services: This Statement of Work is for 10 individual-use licenses for Dataminr Alerts.		
Initial Term: Twelve (12) months (from November 1, 2017 through October 31st, 2018). Renewal Term(s): Following the Initial Term, this Statement of Work will automatically renew for successive twelve (12) month renewal terms (each a “Renewal Term”, and together with the Initial Term, the “Term”), unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term (as applicable).		
Fees: For the Initial Term, Customer shall pay Dataminr, Inc. (“Dataminr”) \$68,500 USD for a twelve (12) month subscription.		
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		
Additional Terms (if any):		

By signing below, each of Dataminr and the Customer signifies that it has read, understands, and agrees to be bound by Dataminr’s Master Services Agreement (the “Master Agreement”), available at [www.dataminr.com/legal/msa](http://www.dataminr.com/legal/msa), the Service Level Agreement (“SLA”), available at [www.dataminr.com/legal/sla](http://www.dataminr.com/legal/sla), and this Statement of Work (collectively, the “Agreement”). This Statement of Work is governed by and subject to the Agreement in all respects.

**Dataminr, Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **Social Networking**

IntelTechniques: <https://inteltechniques.com/links.html>

- Ability to search several OSINT sites at once based subject's name(s), domain names, phones, email addresses, usernames, etc.

OSINT Framework: <http://osintframework.com>

- Site which provides a drill down of several OSINT sites based on specific categories.

Blackplanet: <http://www.blackplanet.com>

Facebook: <http://www.facebook.com>

Hi5: <http://hi5.com>

Instagram: <https://www.instagram.com>

- View Stories incognito: <https://storiesig.com/>

LinkedIn: <http://www.linkedin.com>

Meet Me: <http://www.meetme.com>

Migente: [www.migente.com](http://www.migente.com)

MocoSpace: <http://www.mocospace.com>

MySpace: <http://www.myspace.com>

Pinterest: <http://pinterest.com>

Tagged: <http://www.tagged.com>

Twitter: <http://twitter.com>

- Twitter advanced search: <https://twitter.com/search-advanced?lang=en>

Vampire Freaks: <http://www.vampirefreaks.com>

Zorpia: <http://www.zorpia.com>

### Search Engines

---

411: [https://www.411.com/reverse\\_phone](https://www.411.com/reverse_phone)

- Search by phone, address, name, email, business

BuzzSumo: <https://app.buzzsumo.com/research/content>

- Search by topic, keyword, domain name

Facebook ID Finder: <https://findmyfbid.in/>

- Find Facebook ID number

FoneFinder: <http://fonefinder.net>

- Phone search

Instadp: <https://instadp.org/#r>

- Full Size Instagram photos, viewing stories anonymously, downloading stories

Keyhole: <http://keyhole.co>

- Instagram and Twitter search based on accounts, hashtags, keywords, mentions, URL

LookUp: <http://www.lookup.com>

- Name search

Lullar: <http://com.lullar.com>

- Search by name, email, username

PeekYou: <https://www.peakyou.com>

- Search by name, username, phone

Phone Validator: <https://www.phonevalidator.com>

- Phone search

Piknu: <https://piknu.com/>

- View list of comprehensive list of followers on a public Instagram profile

Pipl: <https://pipl.com>

- Search by name, email, username, phone

Reverse Genie: <http://www.reversegenie.com>

- Search by phone, email, license plate, address, IP address, domain name

Reverse Phone Directory: <http://www.reversephonedirectory.com>

- Phone search

Searchbug: <http://www.searchbug.com/tools/landline-or-cellphone.aspx>

- Phone search for determining if a phone number is a landline or cellular. In addition, it provides carrier information.

SnapBird: <https://snapbird.org>

- Twitter search

Snitch Name: <http://snitch.name>

- Name search

SnoopStation: <http://snoopstation.com>

- Name search

Social Mention: <http://socialmention.com>

- Searches social media based on keywords and location

Social Searcher: <https://www.social-searcher.com>

- Searches social media based on keywords and hashtags

Spokeo: <https://www.spokeo.com>

- Search by name, email, phone, address

Storiesig: <https://storiesig.com/>

- View Instagram stories anonymously

Tagboard: <http://tagboard.com>

- Hashtag search

That's Them: <https://thatsthem.com>

- Email address search

User Search: <https://usersearch.org>

- Search by email, username, phone

WebMii: <http://webmii.com>

- Name Search

Webstagram: <https://websta.me>

- Instagram search

White Pages: <https://www.anywho.com/whitepages>

- Search by name, address, phone number

Wink People Search: <http://itools.com/tool/wink-people-search>

- Name search

ZabaSearch: <http://www.zabasearch.com>

- Name and phone search (for retrieving an address)

ZETX: <https://phonelookup.zetx.com>

- Phone search



**Court Document, Inmate, and Most Wanted Fugitive Searches****DC**

DC Sex Offender Registry: <http://sexoffender.dc.gov>

**MARYLAND**

MD Court Records: <http://casesearch.courts.state.md.us/inquiry/inquiry-index.jsp>

MD Department of Corrections: <https://www.dpscs.state.md.us/services/inmate-locator.shtml>

MD Sex Offender Registry: <http://www.dpscs.state.md.us/sorSearch/search.do?searchType=byZip&zip=21921>

PG County Inmate Lookup: <http://inmatelookup.princegeorgescountymd.gov/IML>

**VIRGINIA**

Virginia Court Records: <http://www.courts.state.va.us/caseinfo/home.html>

Virginia Department of Corrections: <https://vadoc.virginia.gov/offenders/locator>

Virginia Sex Offender Registry: <http://sex-offender.vsp.virginia.gov/sor/index.html>

**OTHER**

County Jail Inmate Search: <http://www.ancestorhunt.com/county-jail-inmates-search.htm>

Criminal Searches: [www.criminalsearches.com](http://www.criminalsearches.com)

Dept. of Justice Most Wanted Fugitives: <http://www.justice.gov/actioncenter/most-wanted-fugitives.html>

Family Watchdog: <http://www.familywatchdog.us>

Federal Bureau of Prisons: <https://www.bop.gov>

Jail Alert: <https://jailalert.com/arrest-search>

Jail Base: <http://www.jailbase.com>

National Sex Offender Public Website (NSOPW): <http://www.nsopw.gov/>

VINELink: <https://vinelink.com/#/home>

**Alert and Tracking Searches**

Google Alerts: <http://www.google.com/alerts>

Twazzup: <http://www.twazzup.com>

- Real time news search tool that can be linked to Twitter for personalized updates

**Auction Sites and Classified Ads Searches**

Ad Hunt'r: <http://www.adhuntr.com>

Backpage: [www.backpage.com](http://www.backpage.com)

Craigslist: <http://www.craigslist.org/about/sites>

EBAY: [www.ebay.com](http://www.ebay.com)

Search Tempest: <http://www.searchtempest.com/>

- Search userIDs and geographic areas using zip code and keywords searches; returns Craigslist matches

**Employment, Student, Business and Corporation Records**

Corporation Wiki: <http://www.corporationwiki.com>

- Connects businesses and associates together based on public records

LinkedIn: <http://www.linkedin.com>

Verify Pro License: <http://verifyprolicense.com>

- Verify State-Issued Professional and Occupational Licenses

**International Records**

Public Record Center: [http://www.publicrecordcenter.com/international\\_background\\_check.htm](http://www.publicrecordcenter.com/international_background_check.htm)

World License Plate Photos: <http://www.worldlicenseplates.com/>

**Mapping, Addresses and IPs**

Bing Maps: <http://maps.live.com>

Google Maps: <http://maps.google.com/maps>

iTouchMap: <http://itouchmap.com/latlong.html>

- Allows you to plug in any coordinates you have, and will plot as many unique coordinates as you enter; not just limited to one at a time. Useful if you have EXIF data.

Navigation Guide: <http://www.usnaviguide.com>

- Used to search latitude and longitude coordinates

Online Internet Utilities: <http://centralops.net/co/default.asp>

USPS Zip Code Lookup: <http://zip4.usps.com/zip4/welcome.jsp>

- Confirm an address exists with the U.S. Postal Service.

What Is IP: <http://whatismyipaddress.com/staticpages/index.php/lookup-results>

- IP lookup tool that is designed to provide additional information about the entered IP Address. These details include the hostname, Geographic location information (includes country, region/state, city, latitude, longitude and telephone area code.), and a location specific map. Can search by name, Diocese or state.

Whois: <http://www.whois.net>

Wikimapia: <http://wikimapia.org>

- Part of the Wikipedia resources, focusing on maps.

### **Miscellaneous Resources**

FindLaw: <http://www.findlaw.com/casecode/index.html>

No Slang: <http://www.noslang.com>

- Internet and text slang translator

Wayback Machine: [www.archive.org](http://www.archive.org)

- Shows how various web pages appeared at historical dates and times

### **Public Records Searches**

Ancestry: <http://www.ancestry.com>

DC Real Property Tax Database Search: <https://otr.cfo.dc.gov/page/real-property-tax-database-search>

Blackbook Online: <http://www.blackbookonline.info>

BRB Publications: <http://www.brbpub.com>

Family Search: <http://www.familysearch.org/eng/default.asp>

- Search people's names to see if they are listed as being deceased. It also searches the US Social Security Death Index. Though we can find these results in public records, this might be another place to go if you're having difficulty locating a deceased person.

Find A Grave: [www.findagrave.com/cgi-bin/fg.cgi?page=gs&](http://www.findagrave.com/cgi-bin/fg.cgi?page=gs&)

MD Real Property Records: <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>

Social Security Death Index: <http://www.genealogybank.com/gbnk/ssdi/?kbid=9064&m=9>

Social Security Number Validator: <https://www.ssnvalidator.com/pages/search.aspx>

Vital Records: <http://www.vitalrec.com>

- US Birth Certificates, Death Records, & Marriage Licenses

**Section 1: Minimum social media requirements****Section 2: Taking social media results and searches a step further****Section 3: Negative social media results**

- All ISS usernames and passwords for social media searches are saved in the Social Media folder as “CRS Social Media Passwords.doc”
- Access links to various online resources and internet search tools in the document saved as “ISS Online Resources” in the Social Media folder.
- Additional social media search tips are located in the document “Social Media Search Techniques” in the Social Media folder.

**Section 1:**

At a minimum, the following procedures are required to uncover social media profiles:

1. Query various name combinations, phone numbers, and email addresses for the subject through the following sites:
  - a. **Facebook, Google, and at least two other search engines** from the ISS Online Resources document.
2. Access Accurint
  - a. Query the subject in Accurint’s Virtual Identity Report.
    - i. Click on all URLs provided in the Virtual Identity Report that are associated to the subject.
  - b. If the subject is a juvenile or no information is returned in public records, also search for relatives and/or current address(es) of that subject through Accurint and/or TLO to find a relative that resides at the subject’s address.
    - i. If a social media profile is obtained for a relative (mother, father, sibling), thoroughly search the profile (friends list, about section, posts, etc.) in an effort to locate a profile for the individual of interest.
      1. The document “**Social Media Search Techniques**” saved in the Social Media folder provides guidance on searching private social media profiles.
  - c. If no profile can be found for the individual of interest, include the relative’s social media profile and URL in the report.

**Section 2:**

If a profile is uncovered, the following procedures are required:

1. If a social media account is uncovered, the URL handle as well as the name/alias provided on the social media account should be searched in **Google, Facebook, Instagram, Twitter, YouTube, and at least one additional** site that has a username search in an effort to uncover additional profiles.

Use the following template to document positive search results. Plug in or take out what parameters were searched in the italicized portion of the template. This information should appear in the beginning of the social media section.

**POSITIVE results**

- I conducted searches based on the parameters available on each site using the [arrestee, person of interest, decedent, etc] *name(s), DOB(s), SSN(s), email(s), phone(s)* and other various identifiers. The following systems returned results that appear to be relevant: [list websites accessed here]

If profiles are found, the following template should be used in the body of the social media section of the report for every social media site that produced results, as seen below:

- I conducted [website] searches based on [search parameters] and received the following results:  
Facebook URL: <https://www.facebook.com/CRS>  
\*\*Insert screenshots of any relevant timeline, about section, photos, etc.
- I conducted [website] searches based on [search parameters] and received the following results:  
Instagram URL: <https://www.instagram.com/CRS>  
\*\*Insert screenshots of the about section, photos, etc.

2. If a photo or video is posted on a social media account where firearms or ammunition is viewable; the account URL, image URL, and screenshot of the image in which a firearm is shown **must be emailed** to the following GRU and Intel members: Cmdr. John Haines, Lt. [REDACTED], Sgt. [REDACTED], and Lt. [REDACTED].

If photos on social media reveal firearms or ammunition; the following template should be used under the website URL:

- The account URL, image URL, and screenshot of the image in which a firearm is shown was sent on [DATE] to GRU and Intel for situational awareness.

### **Section 3:**

*If no profile is uncovered, the following procedures are required:*

1. Access TLO, as TLO tends to provide more phone numbers and email addresses tied to search results. Include or exclude this information in the report based on your judgment as not all information is accurate.
2. If searches have been exhausted, and no relevant social media information has been found; see below on how to document negative results.

In the Possible Social Media section, use the following template to document negative search results. Plug in or take out what parameters were searched in the italicized portion of the template. This information should appear after any positive results or in the beginning of the social media section if no results are returned.

#### **NEGATIVE results**

- I conducted searches based on the parameters available on each site using the [arrestee, person of interest, decedent, etc] *name(s), DOB(s), SSN(s), email(s), phone(s)* and other various identifiers. The following systems yielded negative or unrelated results: [list websites accessed here]

**From:** [REDACTED] (MPD)  
**To:** [Montagna, Carolyn \(MPD\)](#)  
**Subject:** RE: Datamir Pilot  
**Date:** Thursday, February 9, 2017 2:50:34 PM  
**Attachments:** [image001.png](#)

---

You received mine right?

---

**From:** Montagna, Carolyn (MPD)  
**Sent:** Tuesday, February 07, 2017 1:30 PM  
**To:** Wight, Lee (MPD); MPDCRS; MPD - MPDSOCC (MPD)  
**Subject:** RE: Datamir Pilot  
**Importance:** High

Good afternoon,

I just wanted to send a friendly reminder to send me any feedback you have in reference to the Datamir pilot. Datamir has graciously extended our pilot period for another week or so. However, I'd like to get your responses by the end of this week – **February 11, 2016.**

Thank you!  
Carolyn

## Carolyn M. Montagna

Criminal Research Specialist Supervisor  
Investigative Support Unit  
Joint Strategic & Tactical Analysis Command Center  
Homeland Security Bureau  
Metropolitan Police Department  
300 Indiana Avenue NW  
Washington, DC 20001  
Office: 202.727.0559  
[Carolyn.Montagna@dc.gov](mailto:Carolyn.Montagna@dc.gov)

STATEMENT OF CONFIDENTIALITY: The information contained in this electronic message and any attachments for it are intended for the exclusive use of the addressee(s) and may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately and destroy all copies of this message and any attachments.

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**From:** Wight, Lee (MPD)  
**Sent:** Tuesday, January 31, 2017 10:34 AM  
**To:** MPDCRS; MPD - MPDSOCC (MPD)  
**Cc:** MPDORAS  
**Subject:** Datamir Pilot

Team:

Today is the last day of our Datamir (social media altering tool) test. If you had access to the tool, please provide any feedback you have on it to Ms. Montagna for consolidation.

Thank you!

Tip

Lee "Tip" Wight

Director, Joint Strategic and Tactical Analysis Command Center

Homeland Security Bureau

DC Metropolitan Police Department

300 Indiana Ave, NW #5031; WDC 20001

[Lee.wight@dc.gov](mailto:Lee.wight@dc.gov)

O: 202-727-1516

C: 202-[REDACTED]



STATEMENT OF CONFIDENTIALITY: The information contained in this electronic message and any attachments to it are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, please notify the sender immediately and destroy all copies of this message and any attachments.

**PUBLIC SAFETY SURVEY:** Let us know about your experiences and opinions regarding public safety in Washington, DC. Take the 10-minute survey [Here](#). #SaferStrongerDC

**PUBLIC SAFETY SURVEY:** Let us know about your experiences and opinions regarding public safety in Washington, DC. Take the 10-minute survey [Here](#). #SaferStrongerDC

**From:** [Montagna, Carolyn \(MPD\)](#)  
**To:** [\(MPD\)](#)  
**Subject:** RE: Dataminr SOW  
**Date:** Wednesday, January 24, 2018 10:58:42 AM  
**Attachments:** [SOW Social Media Platform.docx](#)

---

Found it!! Sorry - it predated me being in this role.

-----Original Message-----

**From:** (MPD)  
**Sent:** Wednesday, January 24, 2018 10:27 AM  
**To:** Montagna, Carolyn (MPD)  
**Subject:** Dataminr SOW

Hi Carolyn,

Would you happen to have this in an electronic format? I want to replace the current SOW with this one but need to make some changes. I'm trying to save some time by not re-typing the whole thing.

Thanks,



**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of Metropolitan Police Department, Homeland Security Bureau (the “District”) is seeking five (5) user licenses for a web based social media alerting tool. The social media alerting tool will support the critical mission functions of the 24 hour real time command center also known as the Joint Strategic and Tactical Analysis Command Center. The purchase shall include five (5) web based software licenses for a web based Social Media Alerting Tool, user documentation, and training. The social media alerting tool shall be compatible with existing computer systems, infrastructure and technology. The Contractor shall provide the most current software release that is fully functional in desktop, laptop and mobile applications.

**2.2 PRICE SCHEDULE** - The District contemplates award of *Firm Fixed Price Contract*.

**B.2.1 BASE YEAR-** (Contract award with one base year and 4 renewable options)

**BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
	Five (5) Social Media Alerting Tool licenses and Support	\$_____
<b>Grand Total for B.2.1</b>		\$_____

**B.2.2 OPTION YEAR 1**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
	Renewal of subscription of Five (5) Social Media Alerting Tool licenses and Support	\$_____
		\$_____
<b>Grand Total for B.2.2</b>		\$_____

**B.2.3 OPTION YEAR 2**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
	Renewal of subscription of Five (5) Social Media Alerting Tool licenses and Support	\$_____
		\$_____
<b>Grand Total for B.2.3</b>		\$_____

**B.2.4 OPTION YEAR 3**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
	Renewal of subscription of Five (5) Social Media Alerting Tool licenses and Support	\$_____
<b>Grand Total for B.2.4</b>		\$_____

**B.2.5 OPTION YEAR 4**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
	Renewal of subscription of Five (5) Social Media Alerting Tool licenses and Support	\$_____
<b>Grand Total for B.2.5</b>		\$_____

**B.2.6 PRICE SUMMARY FOR FIVE (5) YEAR CONTRACT TERM**

The period of performance for the base contract shall not exceed five (5) years from the date of contract award.

The District contemplates award of a *Firm Fixed Price Contract*. Please insert the “Total” proposed price from Tables B.2.1, B.2.2, B.2.3, B.2.4 and B.2.5 in the designated fields under the heading “Total” below.

<b>Contract Period</b>	<b>Total</b>
Base Period	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____
Option Year 3	\$ _____
Option Year 4	\$ _____
<b>Five-Year Contract Total</b>	\$ _____

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The Metropolitan Police Department (MPD) has a need for a social media alerting tool to support the critical mission functions of the 24 hour real time command center also known as the Joint Strategic and Tactical Analysis Command Center. The purchase shall include five (5) web based social media alerting tool licenses and Support, user documentation, and training. The social media alerting tool shall be compatible with existing computer systems, infrastructure and technology. The Contractor shall provide the most current software release that is fully functional in desktop, laptop and mobile applications.

The MPD has a need to obtain information about relevant breaking news and events in real-time. Twitter is a platform where news first breaks on terrorist attacks, military actions, criminal activities, epidemiological events, and natural disasters, among other topics. The sum of all tweets generated by users globally - roughly 500,000,000+ per day and growing- is commonly referred to as the Twitter "firehose".

The MPD needs access to the full firehose, along with the ability to search it, in real time, via customizable filters that track MPD law enforcement / public safety priorities. The Joint Strategic and Tactical Analysis Command Center requires this social media alerting tool to obtain real time access to breaking news and events. The social media alerting tool must provide MPD with customizable Indicators and Warnings (I&W). In addition, the software must allow MPD to customize its own filters to reflect rapidly changing circumstances and apply them to the full Twitter firehose to search the entire universe of Tweets in real-time. The software must be also be capable of providing alerting functionality powered by data derived via the Twitter Public API.

## C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
00001	None	None	None

## C.3 DEFINITIONS

**MPD** – Metropolitan Police Department (District of Columbia)

**CA** – Contract Administrator

**Social Media Alerting Software** - A web based application that provides notifications of relevant social media postings to licensed users.

**Twitter Public API** - Application Programming Interface, is the instruction set created for developers to interact with some type of technology. Twitter created an open API allowing external developers to develop technology which rely on Twitter's data.

**Twitter "firehose"** - The Twitter pushes data to end users in near real-time, and guarantees delivery of 100% of the tweets that match your criteria.

## C.4 REQUIREMENTS

The Contractor shall provide a web based social media platform with five (5) user licenses. The social media alerting tool shall be compatible with existing computer systems, infrastructure and technology. The Contractor shall provide the most current software release that is fully functional in desktop, laptop and mobile applications. These licenses will provide MPD with customizable Indicators and Warnings (I&W). In addition, the software must allow MPD to customize its own filters to reflect rapidly changing circumstances and apply them to the full Twitter firehose to search the entire universe of Tweets in real-time. The software must be capable of providing alerting functionality powered by data derived via the Twitter Public API.

The following goods/services are required: purchase of a web based social media platform license, software, user documentation and warranty support meeting the specifications described in the statement of work below.

### C.4.1 Web Based Social Media Platform

CLIN	Description	Quantity
C.5.1.1 Subscription	Web Based Social Media Platform	5

**C.4.2** Web Based Social Media Platform shall have the following specifications:

- a. The Social Media Platform must be the most current software release that is fully functional in desktop, laptop and mobile applications.
- b. These licenses must provide MPD with customizable Indicators and Warnings (I&W).
- c. The software must allow MPD to customize its own filters to reflect rapidly changing circumstances and apply them to the full Twitter firehose to search the entire universe of Tweets in real-time.
- d. The software must be capable of providing alerting functionality powered by data derived via the Twitter Public API.
- e. Access to Twitter full firehose, along with the ability to search it, in real time, via customizable filters that track MPD law enforcement / public safety priorities.

**C.4.3** The Contractors shall provide five (5) user licenses for a web based social media platform, user documentation for all software. User documentation shall include PDF electronic copies of the Installer Guide, Administrator Guide, User Guide, and other documents related to functionality of the Web Based Social Media Platform

**D.1 DELIVERABLES**

MPD seeks to utilize this contract 30 days from date of award.

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

<b>Deliverables</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
All equipment detailed in Section 4.1	As indicated in Section C4.1.1 thru C4.3	On site delivery at 300 Indiana Avenue, NW Washington DC 20001	30 calendar days from the date of the Purchase Order

**From:** [Deville, Keith \(MPD\)](#)  
**To:** [Montagna, Carolyn \(MPD\)](#)  
**Subject:** Re: Emailing: Order No. PO580241 -FY18-MPD-FT0 1FASH7- Annual Dataminr Social Media Monitoring Services.htm  
**Date:** Monday, February 26, 2018 4:10:51 PM

---

Ok thanks.

Sent from my iPhone

On Feb 26, 2018, at 3:49 PM, Montagna, Carolyn (MPD) <[carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)> wrote:

We'll likely do 2 per shift (fusion desk folks) and 1 leftover. However, we get unlimited licenses for the first year, so we can likely set up all of the CIC with it.

---

**From:** Deville, Keith (MPD)  
**Sent:** Monday, February 26, 2018 3:48 PM  
**To:** Montagna, Carolyn (MPD)  
**Subject:** Re: Emailing: Order No. PO580241 -FY18-MPD-FT0 1FASH7- Annual Dataminr Social Media Monitoring Services.htm

Who is getting these?

Sent from my iPhone

On Feb 26, 2018, at 11:49 AM, Montagna, Carolyn (MPD) <[carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)> wrote:

Thanks Patricia! You're help has been greatly appreciated!

---

**From:** [REDACTED] (MPD)  
**Sent:** Monday, February 26, 2018 9:58 AM  
**To:** Montagna, Carolyn (MPD)  
**Cc:** Deville, Keith (MPD)  
**Subject:** FW: Emailing: Order No. PO580241 -FY18-MPD-FT0 1FASH7- Annual Dataminr Social Media Monitoring Services.htm

Good morning Carolyn,

The PO for Dataminr has been issued. Please see below. Once you receive an invoice, please sign and send it to me so that I can process the payment.

Thank you for being so patient.

Patricia

---

**From:** [REDACTED]. (OCP)  
**Sent:** Monday, February 26, 2018 9:56 AM  
**To:** [REDACTED] (MPD) <[REDACTED]@dc.gov>  
**Subject:** Emailing: Order No. PO580241 -FY18-MPD-FT0 1FASH7- Annual Dataminr Social Media Monitoring Services.htm

<image001.jpg>

## Order No : PO580241 -FY18-MPD/FT0 1FASH7- Annual Dataminr Social Media Monitoring Services

Issued on Mon, 26 Feb, 2018

**Supplier:**  
 Dataminr, Inc.  
 6 East 32nd Street  
 2nd Floor  
 New York, NY 10016  
 Phone: 914.671.3198  
 Contact: Jeffrey Long

**Ship To:**  
 Metropolitan Police  
 Department  
 300 Indiana Ave.  
 NW Rm 4057  
 Washington, DC  
 20001  
 United States

**Bill To:**  
 State Homeland Security Grant Attn: Public Safety & Justice Cluster (PSJC)  
 [REDACTED]-Accounts Payable Division  
 899 North Capitol Street, N.E. Suite: 600A  
 Washington, DC 20002  
 United States  
 Phone: 1Main (202)727-5298  
 Fax: 1Fax (202)727-4845

**Deliver To:**  
 [REDACTED]

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	7 Dataminr News Alerting licenses for 7 ...		each	7	Fri, 16 Feb, 2018	\$6,850.00 USD	\$47,950.00 USD
	7 Dataminr News Alerting licenses for 7 license plus an unlimited number of no cost pilot licenses (PoP: FY2018)						
Bill To Contact [REDACTED] If used in conjunction with a contract award, purchase order is placed in accordance with all provisions of Contract Number: N/A Requester: [REDACTED] Delivery Date: Fri, 16 Feb, 2018 PR No.: RQ980330							
						<b>Total</b>	\$47,950.00 USD

### Comments

- COMMENT by **aribasystem** on 02/26/2018  
 ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR

SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Mon, 26 Feb, 2018)

- COMMENT by **aribasystem** on 02/26/2018  
FOB is Destination unless specified otherwise (aribasystem, Mon, 26 Feb, 2018)
- COMMENT by **aribasystem** on 02/26/2018  
\*\*\*\*GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. [WWW.OCP.DC.GOV](http://WWW.OCP.DC.GOV)\*\*\*\* (aribasystem, Mon, 26 Feb, 2018)

**Be a Life Saver.** Get alerted to sudden cardiac arrests in your immediate vicinity, so that you can start CPR in the critical lifesaving minutes before EMS teams arrive. **Download the PULSEPOINT app today from your App Store.** And to get trained in Hands on Hearts CPR, visit: <https://fems.dc.gov/page/hands-hearts-cpr-program>

**Be a Life Saver.** Get alerted to sudden cardiac arrests in your immediate vicinity, so that you can start CPR in the critical lifesaving minutes before EMS teams arrive. **Download the PULSEPOINT app today from your App Store.** And to get trained in Hands on Hearts CPR, visit: <https://fems.dc.gov/page/hands-hearts-cpr-program>

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**Be a Life Saver.** Get alerted to sudden cardiac arrests in your immediate vicinity, so that you can start CPR in the critical lifesaving minutes before EMS teams arrive. **Download the PULSEPOINT app today from your App Store.** And to get trained in Hands on Hearts CPR, visit: <https://fems.dc.gov/page/hands-hearts-cpr-program>



**From:** [Jeffrey Long](#)  
**To:** [Montagna, Carolyn \(MPD\)](#)  
**Subject:** Re: Thank you and next steps with Dataminr  
**Date:** Tuesday, November 14, 2017 12:13:38 PM

---

No problem at all!

And you meant to put *NOT* advise contacting the COO directly, right?

**Jeff Long**

Director of State and Major City Partnerships

C: +1 914-671-3198

[LinkedIn](#)



Dataminr is a Twitter Official Partner.

Dataminr in the news: [TechCrunch](#) | [The Economist](#)

NYC and Dataminr Announce Partnership: [Link to Video](#)

On Tue, Nov 14, 2017 at 12:03 PM, Montagna, Carolyn (MPD) <[carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)> wrote:

I am working diligently on our end and therefore I would advise contacting our COO directly. Because it is the beginning of the new fiscal year, it is taking a little bit of time. I appreciate your patience.

**From:** Jeffrey Long [mailto:[jlong@dataminr.com](mailto:jlong@dataminr.com)]  
**Sent:** Tuesday, November 14, 2017 11:35 AM  
**To:** Montagna, Carolyn (MPD)  
**Subject:** Re: Thank you and next steps with Dataminr

Thank you for the update, I fully understand.

Before Tip left, he mentioned this had been sitting in the COO's office for quite awhile.

At this point, would you mind if I reached out to the COO directly so I can brief her for 15 minutes? I would, of course, copy you on the email. And if you have any additional leadership you recommend I brief let me know. Just trying to help ensure your office can get their Dataminr accounts as soon as possible!

Let me know what you think.

Best,

Jeff

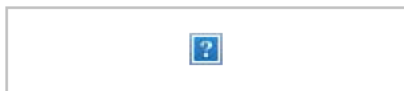


**Jeff Long**

Director of State and Major City Partnerships

C: [+1 914-671-3198](tel:+19146713198)

[LinkedIn](#)



Dataminr is a Twitter Official Partner.

Dataminr in the news: [TechCrunch](#) | [The Economist](#)

NYC and Dataminr Announce Partnership: [Link to Video](#)

On Mon, Nov 13, 2017 at 6:37 PM, Montagna, Carolyn (MPD)

<[carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)> wrote:

Hi Jeff,

I hope all is well. I'm waiting to hear back from the Chief Operating Officer's office. I'll update you as soon as I hear anything.

Best,

Carolyn

**From:** Jeffrey Long [mailto: [jlong@datamir.com](mailto:jlong@datamir.com)]  
**Sent:** Monday, November 13, 2017 2:25 PM  
**To:** Montagna, Carolyn (MPD)  
**Subject:** Fwd: Thank you and next steps with Datamir

Hi Carolyn,

Hope you had a nice weekend.

Is there any update on your end?

Thank you,

jeff



**Jeff Long**

Director of State and Major City Partnerships

C: [+1 914-671-3198](tel:+19146713198)

[LinkedIn](#)



Datamir is a Twitter Official Partner.

Datamir in the news: [TechCrunch](#) | [The Economist](#)

NYC and Datamir Announce Partnership: [Link to Video](#)

----- Forwarded message -----

From: **Jeffrey Long** <[jlong@dataminr.com](mailto:jlong@dataminr.com)>

Date: Mon, Oct 30, 2017 at 3:54 PM

Subject: Thank you and next steps with Dataminr

To: "Montagna, Carolyn (MPD)" <[carolyn.montagna@dc.gov](mailto:carolyn.montagna@dc.gov)>

Cc: "[REDACTED] (MPD)" <[REDACTED]@dc.gov>

Hi Carolyn,

Thank you for your time today. We really appreciate you helping us formalize a relationship with DC MPD. Dataminr was proud to support MPD's important public safety mission during the no cost pilot this past January/February.

Here's a recap of where we are:

### **Pilot**

During the no cost pilot earlier this year, DC MPD had about 40 personnel with a Dataminr account. The pilot lasted for most of January into February. By all accounts the pilot was a success alerting MPD personnel to developing public safety events and threats well in advance of other resources; Dataminr alerts also provided ongoing situational awareness during public safety events so that MPD personnel could have the "full picture" and protect lives.

As a result of the successful pilot, the then JSTACC leadership recommended procuring 10 licenses at our now old price of \$6,850 (the current price is actually \$7,850) for a total 1-year cost of \$68,500. Even with the pilot that saw about 40 personnel using Dataminr, we felt the 10 license purchase was fair, reasonable and in line with MPD's peer agencies we are also working with.

### **Procurement**

In the last month, Dataminr was made aware that MPD would be procuring 5 licenses. 5 licenses for an agency the size and scale of MPD is generally not what we see. For an agency the size of MPD, we have not done a procurement at \$34,000.

It's important to note that Dataminr's value is the information provided in the alerts we send to customers, and that value is very easily shared so Dataminr has to maintain some level of minimum purchase based on the size of the agency; we believe the original 10 license proposal remains fair and reasonable based on the successful pilot and

existing customer procurement data.

That said, Dataminr is now offering DC MPD 7 licenses at the originally agreed upon price per license (\$6,850) for a total 1-year cost of \$47,950.

If DC MPD agrees to this offer, Dataminr is also offering an unlimited number of no cost pilot accounts to all MPD personnel for the duration of the 1-year contract. Dataminr is also willing to provide the accounts immediately, assuming MPD agrees to procure at the \$47,950 level and commits to finalizing a contract before the end of this calendar year.

### **About Dataminr**

Should you need to forward this email to colleagues/MPD leadership, I wanted to include a very brief summary about Dataminr.

Dataminr is a real-time public safety event and threat detection technology based on real-time analysis of social media data, and Twitter in particular. Dataminr has a direct long-term contractual relationship with Twitter, which gives us access to their entire public data set. Dataminr alerts are often 15-60+ minutes ahead of other resources allowing an agency such as HSEMA to respond faster and have more accurate and timely situational awareness 24/7/365.

[Here's a link to a brief video](#) of NYC government officials discussing Dataminr as a "critical bell ringer service" for the City.

### **Next steps**

I am attaching Dataminr's standard contract ("Master Services Agreement"), SOW ("Statement of Work") and Third Party Terms [Dataminr accepts red-lines to the Master Services Agreement but cannot accept red-lines to the Third Party Terms]. I am also attaching a new price proposal for MPD's consideration.

Please discuss with your leadership and let me know how MPD would like to proceed from here. If helpful, our CEO or company President are available anytime to brief your leadership.

We look forward to working with you.

Respectfully,

Jeff



**Jeff Long**

Director of State and Major City Partnerships

C: [+1 914-671-3198](tel:+19146713198)

[LinkedIn](#)



Dataminr is a Twitter Official Partner.

Dataminr in the news: [TechCrunch](#) | [The Economist](#)

NYC and Dataminr Announce Partnership: [Link to Video](#)



# Metropolitan Police Department

## Homeland Security Bureau



300 Indiana Avenue N.W, Room 5050, Washington, D.C. 20001 (202) 727-9659

### MEMORANDUM

TO: Chief Operating Officer

THRU: Assistant Chief of Police  
Homeland Security Bureau

THRU: Commander  
Technical Services Division

FROM: Director *ald 3/15/17 Rec. Approval of Revised Request*  
Joint Strategic and Tactical Analysis Command Center

DATE: March 15, 2017

SUBJECT: Social Media Alerting Tool (Dataminr) Purchase Request

1. The Command Information Center (CIC) and JSTACC Fusion Desk currently have an awareness and alerting mission that includes maintaining awareness of relevant breaking news and events that might impact the public safety of the District of Columbia and the mission of the Metropolitan Police Department in real time; however, they currently have no effective tool to accomplish this mission. Twitter is a social media platform where news first breaks on terrorist attacks, military actions, epidemiological events and natural disasters, among other topics. The sum of all "tweets" generated by users globally—roughly over 500 million per day and growing—is commonly referred to as the Twitter "firehose." The CIC and Fusion Desk need access to the full firehose, along with the ability to search it, in real time, via customizable filters that track MPD priorities. The only currently available alerting tool requires an individual to constantly watch a live stream of "tweets" using manually-generated search terms or geographically located "tweets" in an area of interest. However, only approximately 2-3% of social media users geographically locate their postings and the manually-generated search terms are only as useful as the experience and knowledge of the user. Furthermore, while using that currently available tool (a free system known as "Tweet Deck"), the user has to constantly watch the screen as the "tweets" scroll and during high-volume events are replaced extremely rapidly. Thus, if the user looks away, is momentarily distracted, or leaves their seat, they may miss a valuable post and it will be rapidly overwritten.
2. Dataminr, on the other hand, offers an automated solution to this problem along with integrated analytics to refine search strings to produce the most relevant and actionable information along with e-mailed notifications to designated users

- (licensees), thus eliminating the need to constantly watch a live stream of social media postings. Dataminr's Indications and Warnings service is uniquely suited to the CIC and Fusion Desk's needs in that it provides access to the full firehose and has integrated analytics that support customizable filters that enable the service to track and report on items identified as MPD priorities. Additionally, Dataminr is a web-based tool that requires no software installation on MPD systems, nor any access to MPD data. The alerts are sent in the form of e-mails to
3. MPD conducted a trial of Dataminr's services (trial request memorandum at Attachment 2) from approximately 16 January to 3 Mar 2017. Dataminr successfully completed the trial period, accomplishing all established objectives. Additionally, user feedback (Attachment 3) was uniformly positive and indicated that no other platform available to MPD performed the alerting and awareness mission as well as Dataminr. Specifically, the "Sprinklr" tool tested during the same period did not have access to the full firehose, nor does it have the integrated analytics that allowed timely and actionable alerts to be received by the CIC and Fusion Desk, often prior to any 911 calls or other internal MPD notifications being received. While "Sprinklr" may serve other department social media awareness missions well, it does not have the timeliness, analytic accuracy or access to the full Twitter firehose that Dataminr does.
  4. Based on our trial results, we are now requesting approval to purchase 5 annual licenses for CIC, Fusion Desk and JSTACC leadership usage. Dataminr is sold on a per user per year basis at \$6,850 per user license w/ a 5 license minimum purchase. Dataminr does not meter data or charge for basic services. Although we have a quote for 10 annual licenses from Dataminr for \$68,500 (Attachment 1), based on budget constraints as discussed with MPD COO, we have revised the request to the minimum purchase of 5 per Dataminr policy, for a request of \$34,250.

Respectfully,



LEE T. WIGHT, Director, Joint  
Strategic and Tactical Analysis  
Command Center

Attachments:

1. Official quote from Dataminr for 10 annual licenses.



2. Dataminr Trial Request Memo.
3. Dataminr Trial User Feedback Summary.
4. Dataminr Trial Donation Agreement.

## Washington, DC Metropolitan Police Department (MPD)

**PRICE QUOTE**

The *Dataminr News Alerting* product may be purchased by MPD at the following price:

PRODUCT	NUMBER OF LICENSES	PRICE PER LICENSE	TOTAL 1-YR COST
Dataminr News Alerting	10 (for 10 unique users)	\$6,850	\$68,500

**TERMS AND CONDITIONS**

This offer is for 12-months of access to Dataminr.

Dataminr does not charge additional data usage fees or charge for basic services such as training and basic technical support.

Unique users are considered individual employees of the client, each having a unique Dataminr login identifier, password, and email address, who receive Dataminr output (e.g., news alerts) based on user-specified topic list(s) settings.

Additional persons shall be counted as unique users if they receive regular systematic, programmatic or other routine access to (1) Dataminr emails (generated for news alerts) through automated or manual forwarding, or (2) exported alerts from the user interface via direct integration into other client products or from more widely accessible databases.

In addition to the terms stated herein, all licenses for Dataminr products are subject to Dataminr commercial software license terms and conditions.

Per existing third-party terms, Dataminr reserves the right to integrate additional safeguards to prevent the product from being used for surveillance purposes.

This price quote expires on March 31<sup>st</sup>, 2017.

ATTACHMENT 2

**Wight, Lee (MPD)**

---

**From:** Turner, Leeann (MPD)  
**Sent:** Tuesday, December 13, 2016 5:16 PM  
**To:** Greene, Lamar (MPD); Wight, Lee (MPD)  
**Cc:** [REDACTED] (MPD) [REDACTED]  
**Subject:** FW: Social Media Alert Tool (Datamir) Test Request (IQ462412)  
**Attachments:** Social Media Altering Too - Datamir - Test Request.pdf

Ok to proceed with donation agreement.

Not ok to have them present in JOCC during inauguration.

Draft social media policy needs to be reviewed. There is an existing SOP w/in intel that covers some of this also. Need all relevant parties to review. Will follow up on this as to whether current policy is sufficient to cover us during the trial period.

[REDACTED] - please work with Tip to secure the donation agreement.

[REDACTED] - please close this out.

Thanks all,  
Leeann

---

**From:** Admin, COP (MPD)  
**Sent:** Friday, December 09, 2016 12:18 PM  
**To:** Turner, Leeann (MPD) <[Leeann.Turner@dc.gov](mailto:Leeann.Turner@dc.gov)>; Ennis, Ralph (MPD) <[ralph.ennis@dc.gov](mailto:ralph.ennis@dc.gov)>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; [REDACTED] (MPD) <[REDACTED]@dc.gov>; Bromeland, Matthew (MPD) <[matthew.bromeland@dc.gov](mailto:matthew.bromeland@dc.gov)>; [REDACTED] (MPD) <[REDACTED]@dc.gov>  
**Subject:** FW: Social Media Alert Tool (Datamir) Test Request

---

**From:** [REDACTED] (MPD)  
**Sent:** Friday, December 9, 2016 12:17:41 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Admin, COP (MPD)  
**Cc:** Adminbox, HSB (MPD)  
**Subject:** Social Media Alert Tool (Datamir) Test Request

[REDACTED]

*Homeland Security Bureau  
Metropolitan Police Department  
300 Indiana Avenue, NW, Rm 5050*

**Consolidated Feedback:**

Overall, the feedback for Dataminr was extremely positive from those members in the Command Information Center/JOCC who used the information as an alert tool over the past two months. Dataminr has back-end analytics built into the system that pulls in relevant information from Twitter and alerts members of the Command Information Center in real-time. The members feel as if they were receiving information prior to the news reporting on the event. This allowed for the members to respond to an emerging public safety events quicker than the manual process that was in place before the tool was implemented. The members then vetted the information and quickly notified the appropriate personnel of critical emerging events. Members feel as if Dataminr has allowed them to be much more proactive and have a better situational awareness of critical incidents.

Below are some circumstances in which the members found out about an event in DC significantly earlier than normal:

- Inauguration – were quickly alerted of emerging situations in the field (i.e. the riots in the 1200 block of L St NW)
- Crane protestors – images of the protestors allowed for situational awareness of the protest prior to the media becoming aware
- Women’s March – were aware of a group of alpaca involved in the march prior to the JOCC getting notified later

Below are some circumstances in which the members found out about an event outside of DC significantly earlier than normal:

- Ft. Lauderdale Airport shooting – about 30 minutes early
- PG Shooting at Suitland High School on 01.13.17 – about 15 minutes early (we may not have heard about it at all, actually)
- Oxen Hill High School Shooting 01.26.2017 – at least 30 minutes early, if we would have found out about it at all without Dataminr.

The training for Dataminr was conducted in under an hour. Additionally, the team found the program intuitive and easy to use. Members were able to effectively utilize the tool independently after the training.

During the same timeframe, some of the team members also utilized another pilot program – Sprinklr. Comparatively, Sprinklr is a system in which an analyst has to manually enter keywords to monitor. This leaves a lot more room for human error and may not capture information during an unconventional event. For example, Dataminr was extremely helpful for providing critical, “on the ground” information as the riots occurred during the 2017 Presidential Inauguration as it was not limited by keyword searches. Many of these events were not captured by Sprinklr as the list of keywords provided prior to the Inauguration were not able to be changed as the events emerged. Members found that Dataminr was much more useful during crisis than Sprinklr.

4351

**DONATION AGREEMENT  
BETWEEN THE  
METROPOLITAN POLICE DEPARTMENT DISTRICT OF COLUMBIA  
AND  
DATAMINR INC.**

1. DATAMINR INC. Agrees to make an in-kind donation to the Metropolitan Police Department valued at \$10,000.00 to be used for the following purpose. The donation is being given freely without any expectation of special treatment by the government.

2. The donation of training in must know information in real time. Dataminr alerts will enhance MPD's situational awareness and allow first responders to respond to developing public safety events more quickly. The donation is for an authorized purpose because it is consistent with the functions and purposes of the agency.

3. The donation is being made on the condition that the agency agrees to use the donation for the particular purpose stated in this agreement. If the agency does not use the full balance of the financial donation, I, the donor, give my express consent and authorization to the agency to use the remaining balance in the same or subsequent fiscal years for the same or similar authorized purpose, as reviewed and approved by the D.C. Ethics Officer. Otherwise, the Government of the District of Columbia will mail a refund check to the donor in the amount of any remaining balance. (State any other conditions that may apply).

<input type="checkbox"/>	Yes, with my consent all remaining funds may be applied toward another D.C. Government program with a similar purpose in this fiscal year or subsequent years.
<input type="checkbox"/>	No, please refund all remaining funds to the donor.
<input checked="" type="checkbox"/>	Not Applicable

*Please check the appropriate box.*

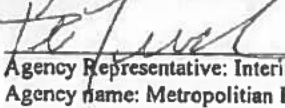
4. The donor has read and agrees to be bound by the Rules of Conduct regarding Donations set forth in Mayor's Memorandum 2002-1, dated January 8, 2002.

5. To the best of the Donor's knowledge, the donor is not aware of any transactions pending before any agency or the District government involving the Donor, nor any litigation pending against the government involving the Donor.

6. The District of Columbia government acknowledges that systems are in place for the donation to be accepted by the government and the use of the donation may be properly tracked as required by the Section 115 of the District of Columbia Appropriations Act, 2003, Pub. L. 108-7.

**Signature of the Parties:**

 Date: 01/03/2017  
 Name: Pat Ryan  
 Title: Senior Vice President

 Date: JAN 04 2016  
 Agency Representative: Interim Chief Peter Newsham  
 Agency name: Metropolitan Police Department

\_\_\_\_\_  
 Director of OPGS  
 on behalf of the District of Columbia Government  
 Date: \_\_\_\_\_

**NOTE:**

- Additional paragraphs may be inserted and renumbered accordingly
- Insert amount of the donation whether in-kind or financial
- State purpose of the donation
- All checks must be made payable to the DC Treasurer and handle by OPGS



# Social Media & Law Enforcement



**METROPOLITAN POLICE DEPARTMENT  
CRIMINAL INTELLIGENCE BRANCH**

**OFFICER** [REDACTED]

**Using Internet in Investigative Research**



## 28 FCR Part 23

- Guideline for law enforcement agencies
- Standards for operating federally funded multijurisdictional criminal intelligence systems
- Omnibus Crime Control & Safe Streets Act, 1968
- Each agency develops its own operating policies & procedures

- **Guidelines**
  - Submission/entry
  - Security
  - Inquiry
  - Dissemination
  - Review & Purge
- **Single agency databases need NOT comply with this**
- **If information is elevated to multijurisdictional database, must comply**

# 28 CFR Part 23 Compliance



## Example #1

- Individual is suspected of criminal activity; believed to be member of street gang, but gang is NOT suspected of involvement in criminal activity
  - Name of individual may be entered in database as criminal suspect; gang entered as “non criminal identifying information” relevant to criminal suspect

## Example #2

- Participating agency determines a OMG exists for the purpose of illegally manufacturing meth; agency submits OMG name as subject in database based on documentation of criminal activity & purpose of gang
  - Once the OMG name is entered in database, any individual ID'ed as a member of the gang can be entered as reasonably suspected of involvement in criminal activity of the OMG





# PURGE!!

- 28 FCR Part 23 compliant databases must be purged every FIVE years
- Databases can be updated for renewal of records for another consecutive FIVE years; requires submission of new validation(s)
- Participating agencies can submit own entry based on interest of individuals; may result in varying PURGE dates

## WHAT DOES IT ALL MEAN?

- All records, according to the MPD Social Media policy, must be purged after FIVE years
- Similar in structure & compliance standards to 28 CFR Part 23
- Practices & standards help protect person's constitutional rights
- Information obtained from social media sites must be purged after FIVE years, unless submission of new validation is entered, accompanied by recent social media material for "in house" database

# MPD “In House” Compliance



## No Approval Necessary

- Observation or monitoring of any social media site with public settings
  - No invitation, approval by user/account holder, or membership required
- YouTube, Facebook, Instagram (PC), Twitter, LiveStream, etc.

## Approval Required

- Observation or **REASONABLE** suspicion
  - Any social media site that MAY contain information concerning criminal activity & associations, requiring an invite, approval or membership
- Written request articulating such must be submitted to CIB Lieutenant for approval prior to request to join or create connection

# Social Media Nexus



- **IF CONNECTION IS PERMITTED, MEMBERS SHALL ONLY MONITOR FOR DISCUSSIONS OF POSSIBLE CRIMINAL ACTIVITY & CRIMINAL ASSOCIATIONS**
- **MEMBERS SHALL NOT ENGAGE DISCUSSIONS OR INTERACTIONS UNLESS PRIOR APPROVAL HAS BEEN OBTAINED BY THE CIB LIEUTENANT**
  - Entrapment
  - CR/CL concerns
  - Possible social media site violations
- **APPROVED MONITORING IS STRICTLY PERMITTED FOR A THIRTY DAY PERIOD; WRITTEN REQUEST TO CONTINUE MONITORING IS REQUIRED PRIOR TO EXPIRATION OF THAT TIME PERIOD**



## Social Media Sites

- Facebook
- Instagram (PC)
- YouTube
- LiveStream
- Twitter
- FourSquare
- MySpace
- Vine

- Many sites require users, upon initial set up of account, to agree to **User Terms & Agreement**
  - Violations may result in loss of account and possible exposure of underlying intent
- Instagram requires a Droid or (i) device for initial set up
- YouTube & Google+ can be easily linked to personal google & gmail accounts
- IP addresses
  - Never underestimate your subject's intelligence or understanding of cyber technology

# Point & Case



## ecoATM & Conspiracy

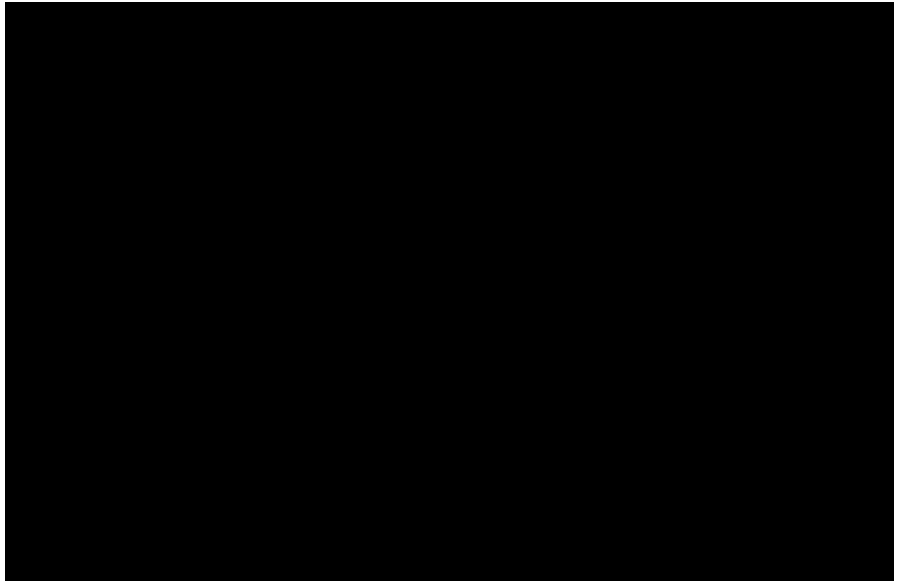
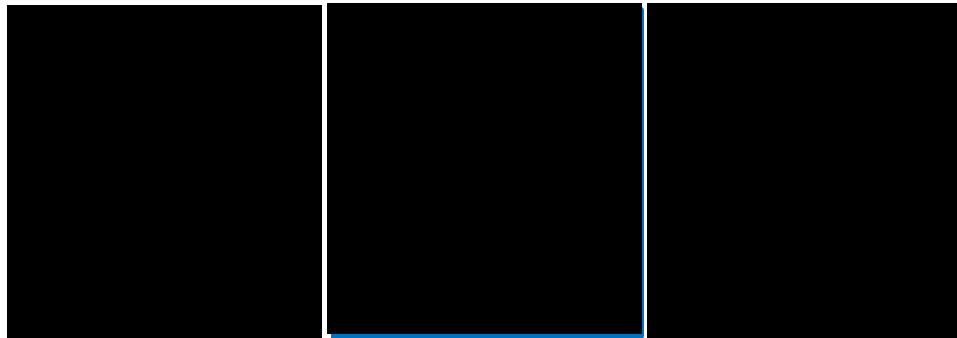
- CIB utilized copies of transactions from ecoATM to charge 8 individuals with conspiracy
  - Included several counts of armed robbery & RSP
- Facebook photos & public discussion linked individuals, proceeds, and criminal activity

## Flash Mob & AWIK

- 1500 block of U Street NW
  - Several juveniles storm convenience store
  - Resulted in stabbing of manager
- Facebook public discussion & IG photos
  - Assisted in positively ID'ing two main suspects and supporting evidence for USAO



- Five co-defendants
- Countless witnesses
- Facebook, IG, and Twitter
- Social media was utilized to unveil false identities being used by crew members & associates
- The positive ID's were used to create a gang & conspiracy nexus
- Social media provided to be instrumental in proving witness intimidation

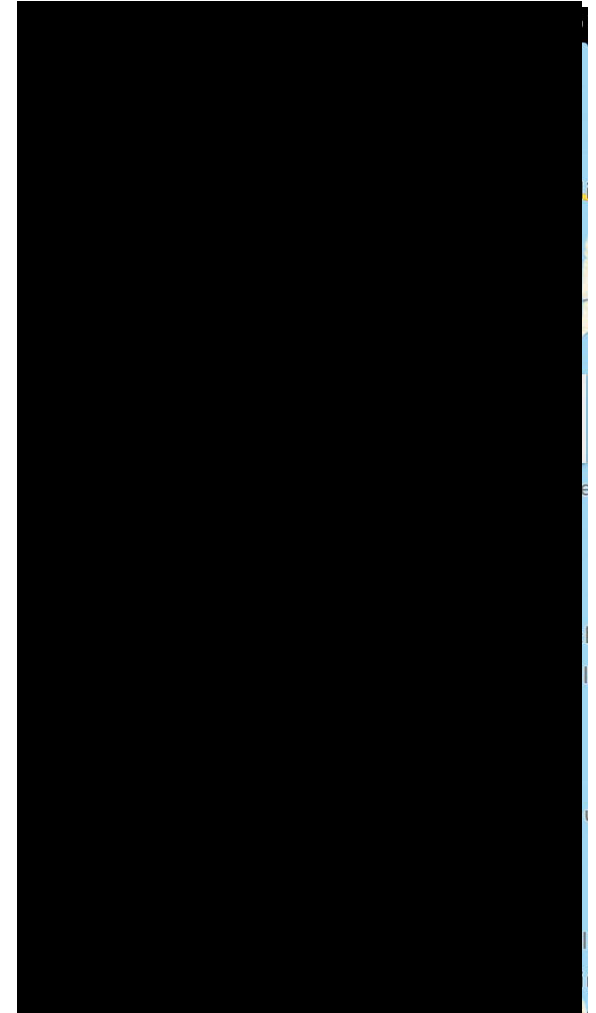
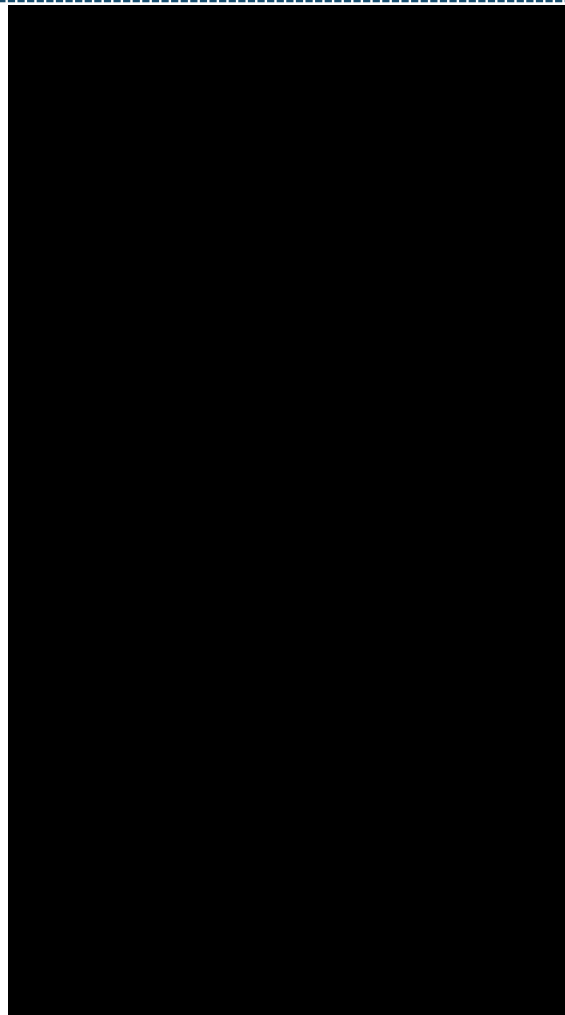


## **21<sup>st</sup> & Maryland Avenue Homicide Trial**



# Instagram

- Photo shopped images
- Followers can “like” or leave comment on photos
- Public or private settings
- Geotagging, Google



# Overview & Questions



**HOW CAN YOU APPLY SOCIAL MEDIA TO THE ASSISTANCE YOU WILL BE PROVIDING TO THE INVESTIGATIVE BODY OF THE MPD?**

**WHAT OTHER SOCIAL MEDIA OUTLETS COULD OR WOULD YOU APPLY TO YOUR NEW POSITION?**

**OFFICER [REDACTED]  
CRIMINAL INTELLIGENCE BRANCH  
202-[REDACTED]**



1. REQUEST FOR <input type="checkbox"/> LOCAL LOOKOUT <input type="checkbox"/> INTERSTATE TT <input type="checkbox"/> ADMINISTRATIVE TT <input type="checkbox"/> DETAIL (See Reverse)	2. TYPE <input type="checkbox"/> ORIGINAL <input type="checkbox"/> EXPEDITE <input type="checkbox"/> ADDITIONAL <input type="checkbox"/> CANCEL <input type="checkbox"/> CORRECTION <input type="checkbox"/> REPEAT <input type="checkbox"/> REPLY	3. COMPLAINT NUMBER	6. DATE OF REQUEST <b>June 2, 2021</b>
		4. UNIT NUMBER <b>(202) 727-4218</b>	7. REQUESTING ELEMENT <b>EOCOP</b>
		5. <input type="checkbox"/> NOT FOR THE PRESS	8. <input type="checkbox"/> FLASH TT REQUESTED

9. TO  
**THE FORCE**

10. NAME OF WANTED PERSON	11. WANTED BY	12. CHARGE
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13. COMPLAINANT'S NAME	14. COMPLAINANT'S ADDRESS
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15. MESSAGE

**Investigator Training**

The following members shall be detailed to the Metropolitan Police Academy for investigator training beginning June 14, 2021, through June 25, 2021. Classes will be held in the MPA Annex and will start at 0730 hours ending 1600 hours each day. The members attending training shall wear the proper uniform of the day during this training event. Members' days off will be Sunday and Saturday. At the conclusion of the detail, the members will return to their assignment until they are advanced in rank.

SENDER-BADGE-ORG. ELM.	AUTHORIZED BY-BADGE-ORG.ELM.	BUREAU HEAD APPROVAL <b>Robert J. Contee III</b> <b>Chief of Police</b>
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COMMUNICATIONS DIVISION USE ONLY

<b>***REMARKS</b>  <b>Please ensure that the affected members are appropriately notified and that their personnel folders are updated to reflect these changes.</b>  All managers are reminded to adhere to TT# 01-093-08, dated January 24, 2008, "Annual Ratings for Sworn Members in the Performance Management System (PMS) for the Rank/Position of Civil Sergeant, Investigative Personnel and Officers" and are to submit their detailed or transferred member's special rating evaluations within 10 days of their change of assignment.	DATE AND TIME <b>June 2, 2021 @1825 hr</b>
	FILE
	TELETYPE NUMBER <b>TT 06-011-21</b>

1. REQUEST FOR <input type="checkbox"/> LOCAL LOOKOUT <input type="checkbox"/> INTERSTATE TT <input type="checkbox"/> ADMINISTRATIVE TT <input type="checkbox"/> DETAIL (See Reverse)	2. TYPE <input type="checkbox"/> ORIGINAL <input type="checkbox"/> EXPEDITE <input type="checkbox"/> ADDITIONAL <input type="checkbox"/> CANCEL <input type="checkbox"/> CORRECTION <input type="checkbox"/> REPEAT <input type="checkbox"/> REPLY	3. COMPLAINT NUMBER	6. DATE OF REQUEST July 27, 2020
		4. UNIT NUMBER 202-727-4218	7. REQUESTING ELEMENT EOCOP
		5. <input type="checkbox"/> NOT FOR THE PRESS	8. <input type="checkbox"/> FLASH TT REQUESTED

9. TO  
**THE FORCE**

10. NAME OF WANTED PERSON	11. WANTED BY	12. CHARGE
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13. COMPLAINANT'S NAME	14. COMPLAINANT'S ADDRESS
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15. MESSAGE

**Investigator Training**

**Effective Sunday, August 9, 2020, through Saturday, August 22, 2020**, the following members shall be detailed to the Metropolitan Police Academy to attend investigator training. The Metropolitan Police Academy will provide specific reporting instructions to each participant via email. At the conclusion of the detail, members will return to their assignments until they are advanced in rank.

- [REDACTED]
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- [REDACTED]

SENDER-BADGE-ORG. ELM.	AUTHORIZED BY-BADGE-ORG.ELM.	BUREAU HEAD APPROVAL <i>Leeann Jurnea</i> Peter Newsham Chief of Police
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COMMUNICATIONS DIVISION USE ONLY

REMARKS <b>Please ensure that the affected members are appropriately notified and that their personnel folders are updated to reflect these changes.</b> All managers are reminded to adhere to TT# 01-093-08, dated January 24, 2008, "Annual Ratings for Sworn Members in the Performance Management System (PMS) for the Rank/Position of Civil Sergeant, Investigative Personnel and Officers" and are to submit their detailed or transferred member's special rating evaluations within 10 days of their change of assignment.	DATE AND TIME July 27, 2020 1650hrs
	FILE
	TELETYPE NUMBER TT-07-061-20