

PREDPOL, INC.
PREDICTIVE ANALYTICS TEST PROJECT
GIFT AGREEMENT

The New York City Police Department, with headquarters at One Police Plaza, New York, New York 10038 (“NYPD”) and PREDPOL, Inc., 2801 Mission Street, #2803, Santa Cruz, California 95060 agree as follows:

1. The NYPD is interested in conducting a test project of crime data predictive analytics.
2. For this test project, the NYPD will provide seven (7) years of crime complaint data, consisting of the following information:
 - a. Crime type;
 - b. Latitude and Longitude;
 - c. Date and Time of Occurrence;
 - d. Precinct Location;
 - e. Sector Location;
 - f. Complaint Number.
3. The crime complaint data will be provided to PredPol via a CSV file and transmitted via SFTP. PredPol will be responsible for extracting the data from the provided files and incorporating it into their analytics.
4. PredPol will perform its analytical function using the NYPD data and provide predictions each day to the NYPD. The NYPD will provide a CSV file each day with any changes and new entries that occurred since the last report, using the same procedure described in section 3. This data will be incorporated into its analysis and used to provide the next set of predictions.
5. The predictive analytics test project is at no cost to the NYPD.
6. PredPol will conduct the predictive analytics text for no more than thirty (30) days.
7. At the end of the thirty (30) day testing period, PredPol must permanently delete or destroy all copies of NYPD data, predictions, and analytical reports. The data must not be used for any purpose other than providing predictive analysis to the NYPD during the term of the project. The predictions and information contained in any analytical reports must not be used by PredPol for any reason other than this test project.

8. PredPol acknowledges that the NYPD has made no promise, express or implied, concerning the possible future purchase of predictive analytics services and that the NYPD is under no obligation to purchase predictive analytics services as a result of the gift agreement. All NYPD procurements are conducted in accordance with the New York City Procurement Policy Board Rules.
9. PredPol and the NYPD designate these individuals to serve as the points of contact for issues related to this Gift Agreement:

PredPol: Jerry Kane
Account Executive, Northeast US
Mobile: 1-917-842-2471
Email: jerry@predpol.com

NYPD: Richard Schroeder
Assistant Commissioner
Strategic Technology Division
Mobile: 646-841-2909
Office: 646-610-6765
Email: richard.schroeder@nypd.org

10. This Gift Agreement represents the entire agreement between PredPol, Inc. and the NYPD concerning the gift of predictive for a test project. Any amendments to this agreement shall be in writing, signed by both parties.

In witness thereof, the parties have executed this Gift Agreement by the signatures of duly authorized officials on the _____ day of April, 2015.

NEW YORK CITY
POLICE DEPARTMENT

Larry Samuels
CEO
PREDPOL, Inc.

Richard Schroeder
Assistant Commissioner
Information Technology Bureau