



**Purchase Order
Professional Service Contract
State of Indiana**

Approved by Encompass Leadership Team - 2011

Order # Date Required Date Page
0016523418 10/16/2015 09/18/2015 1 of 3
Requisition Number: 0000031950
Vendor ID: 0000317613 REMIT001
Agency: 00100 State Police
Pay Terms: 35 Days in Arrears
Fund/Object/Center: 60820/ 547058 / 100000

Vendor 0000317613 REMIT001 1

Remit to

GEOFEEDIA INC
1964 ISLA DE PALMA CIR
NAPLES FL 34119

Ship To

Indiana State Police
Purchasing Section
100 N SENATE AVENUE
IGCN N340
INDIANAPOLIS IN 46204

Vendor
Name
Address

GEOFEEDIA INC
1964 ISLA DE PALMA CIR
NAPLES FL 34119

Bill To

State Police
Indiana State Police
Purchasing Section
100 N SENATE AVENUE
IGCN N340
INDIANAPOLIS IN 46204

Vendor
Contact

Name:
eMail:
Phone:

Buyer

Name: Dutton, Lynne-100
eMail: LDutton@isp.IN.gov

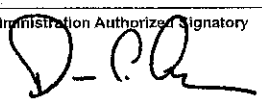

Purchase Order Line Details							
Item No	Description	(FOB Destination)	Qty Ordered	Qty Recd	UOM	Unit Price	Extended Amt
1- 1	SOCIAL MEDIAL MONITORING, ANALYSIS AND ENGAGEMENT PLATFORM SOFTWARE/SERVICE		1.0000		SVR	19,000.0000	19,000.00

Units of Measure, Handling, Totals, Signatures

The following UN/CEFACT Unit of Measure
Common Codes are used in this document:
SVR Service

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Total PO Amt. \$ 19,000.00

Indiana Department of Administration Authorized Signatory 		CONFIRMATION OF RECEIPT	
		I certify that the items listed above were received. All commodities appeared to conform to specifications and showed no patent defects, except as otherwise noted.	
		Signature of State Employee Receiver 	Date Signed(Month/Day/Year)
FUNDING ENCUMBERED BY THE AUDITOR OF STATE			
I certify that there is sufficient unencumbered balance in the above account to cover the amount of this order, and that funds have been set aside for payment thereof.			



00100 0016523418

Indiana Department of Administration

RUSH

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

8152

11/5/15

1. EDS Number: A2-16-100-011	2. Date prepared: 9/30/2015
3. CONTRACTS & LEASES	
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____

FISCAL INFORMATION	
4. Account Number: 60820-10000.539038	5. Account Name: ISP DHS Fund
6. Total amount this action: \$19,000.00	7. New contract total: 19,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$19,000.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 8/5/2015	12. To (month, day, year): 8/4/2016
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Negotiated <input checked="" type="checkbox"/> Special Procurement

AGENCY INFORMATION	
14. Name of agency: State Police	15. Requisition Number: 31950
16. Address: ISP IN Intelligence Fusion Center 402 W WASHINGTON ST W198 INDIANAPOLIS, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Mickey James	18. Telephone #: 317/232-8227
19. E-mail address: mjames4@isp.in.gov	
COURIER INFORMATION	
20. Name: Lynne Dutton	21. Telephone #: 317-234-4216
22. E-mail address: ldutton@isp.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000317613	
24. Name: GEOFEEDIA INC	25. Telephone #: 317-214-8714
26. Address: 1964 ISLA DE PALMA CIR NAPLES, FL 34119	
27. E-mail address: trent.mcmahan@geofeedia.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications system	Yes: IOT or Delegate has signed off on contract
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 5-22-10-7	

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The vendor will be providing an allocation based social media monitoring, analysis and engagement software/service.

38. Justification of vendor selection and determination of price reasonableness: IDOA approved special procurement request

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) ISP applied for a federal grant to renew this software/service and the funding approval turned out to be a long process
--

40. Agency fiscal officer or representative approval <i>Mickey James</i>	41. Date Approved 10-1-15	42. Budget agency approval <i>Mark</i>	43. Date Approved 10.14.15
44. Attorney General's Office approval <i>avg</i>	45. Date Approved 10/16/15	46. Agency representative receiving from AG	47. Date Approved



89926-000

ADDENDUM

EDS # A2-16-100-011

This Addendum is entered into by and between Indiana State Police ("the State") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Geofeedia, Inc.

Contractor Address: 101 N. Wacker Dr., Suite 2008, Chicago, IL 60606 (current address before November 1, 2014)
444 North Wells, Suite 502, Chicago, IL 60654 (new address after November 1, 2014)

Title of Form Contract: Geofeedia Software-as-a-Service Online Terms of Service

1. Form Contract/Duties of Contractor. The Contractor shall provide the Services or Products described in the Form Contract.

2. Term. This Contract begins on 08/05/2015 and ends 08/04/2016.

3. Consideration. – Modified Total consideration for term of this Contract is \$19,000.00.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This is a Public Contract and will be posted on the State's website pursuant to Executive Order 05-07

- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum
- O. All references to the Michigan Freedom of Information Act (under the heading Confidential Information; Privacy and Security); provided that such deleted references shall be replaced with "Indiana Access to Public Records Act".

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. - Modified The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers

maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) originating from the State computer system or other State records is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services. - Modified

A. DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be the final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing

by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance.

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Professional Liability, also known as Errors and Omissions Insurance, for those Contractors required to hold a professional license by the Indiana Professional Licensing Agency with limits not less than \$700,000 per cause of action and \$5,000,000 per occurrence. This is coverage available to pay for liability arising out of the performance of professional or business related duties, with coverage tailored to the needs of the specific profession. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract
4. Fiduciary Liability would be required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is recommended when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s). – DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

29. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance. – DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

32. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in

this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Captain Jay J. Nawrocki, Executive Director
Indiana Intelligence Fusion Center
302 West Washington St, Room E243
Indianapolis, Indiana 46204

B. Notices to the Contractor shall be sent to:

Jon Newman, Director of Sales
Geofeedia, Inc.
101 N. Wacker Dr., Suite 2008 (address before November 1, 2014)
Chicago, IL 60606

444 North Wells, Suite 502 (new address after November 1, 2014)
Chicago, IL 60654

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract and (2) the Form Contract. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials. - DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

36. Payments.

A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default. - Modified

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
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A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this

Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2014 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below: _____

- 3. **Consideration.** – Modified
- 12. **Confidentiality of State Information.** – Modified
- 13. **Continuity of Services.** – Modified item A. - Deleted
- 28. **Key Person(s).** – Deleted
- 31. **Minority and Women's Business Enterprises Compliance.** – Deleted.
- 33. **Notice to Parties.** – Modified
- 35. **Ownership of Documents and Materials.** - Deleted
- 45. **Termination for Default. B.** - Modified

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Geofeedia, Inc.

By: Michael J. Mulroy

Michael J. Mulroy
Name and Title, Printed

Date: 9/15/15

Indiana State Police

By: Douglas Carter SH

Douglas G. Carter, Superintendent
Name and Title, Printed

Date: 10-6-15

Approved by:

Indiana Department of Administration

By: Jessica Robertson (for)
Jessica Robertson, Commissioner

Date: 13-Oct-2015

Approved by:

State Budget Agency

By: Brian E. Bailey (for)
Brian E. Bailey, Director

Date: 10.14.15

APPROVED as to Form and Legality:

Office of the Attorney General

Susan St. Germain (for)
Gregory F. Zoeller, Attorney General

Date: 10/16/2015

Approved by:

Indiana Office of Technology

By: Paul Baltzell (for)
Paul Baltzell, Chief Information Officer

Date: 10/9/15

GEOFEEDIA SERVICE AGREEMENT

This Geofeedia Service Agreement (this “**Agreement**”), dated as of the date of last signature below (the “**Effective Date**”), is made and entered into by and between Geofeedia, Inc., a Delaware corporation (“**Service Provider**”), and the customer identified on the signature line below (“**Customer**”). This Agreement consists of the Order Form(s) and the terms and conditions herein. This Agreement is not effective unless and until signed by both parties.

Service Provider and Customer hereby agree to all terms of this Agreement effective as of the Effective Date.

1. Definitions.

1.1 “**Authorized User(s)**” means those users identified by name and type of user access on the Order Form who will receive a User ID in order to access the SAAS Service online.

1.2 “**Authorized Purpose(s)**” means use of the SAAS Service to search for, organize, review and use the Social Media Content for the benefit of Customer, and for any other purposes expressly identified on the Order Form.

1.3 “**Customer Data**” means all information, records, files, and data entered into, received, processed, or stored by or for Customer and Authorized Users using the SAAS Service, including, without limitation, Registration Information (as defined below).

1.4 “**Order Form**” means an order form issued by Service Provider and executed by Customer and Service Provider which sets forth the necessary information relating to the products and services Customer has the right to receive and the fees payable to Service Provider, which may include, without limitation, (i) identification of any Services other than the SAAS Service, (ii) minimum fees payable, (iii) the Social Media Content for the Services, (iv) the Authorized Purposes for which Customer may access the Services (v) any additional types of Authorized Users, (vi) the initial term for the Order Form and (vii) any provisions applicable to renewal terms.

1.5 “**SAAS Service**” means access and use of Service Provider’s Geofeedia software platform via the Internet, including but not limited to services capable of searching, retrieving, and storing Social Media Content on behalf of Authorized Users.

1.6 “**Services**” means the SAAS Service, Support Services, training and associated services provided by Service Provider to Customer under this Agreement. For the avoidance of doubt, Services does not include Social Media Content.

1.7 “**Social Media Content**” means information obtained from the Internet by the SAAS Service based on or related to searches, including but not limited to links, posts and excerpts, and data derived thereof, such as reports, summaries, graphs and charts.

1.8 “**Support Services**” has the meaning set forth in Section 4.

1.9 “**Update**” means any improvement, enhancement, modification and/or changes to the SAAS Service offered or provided by Service Provider.

1.10 “**User ID**” means a unique user identification assigned to an Authorized User.

2. SAAS Service

2.1 Access. Service Provider grants to Customer’s Authorized Users a nonexclusive, personal and nontransferable right to access the SAAS Service during the term of this Agreement solely for the Authorized Purposes. Customer’s use of the SAAS Service is limited to the terms of this Agreement and the parameters defined in the Order Form, including its limits to the number of Authorized Users. As a condition to access, Customer and its Authorized Users agree to comply with (i) the terms and conditions set forth in this Agreement; (ii) applicable laws and regulations; and (iii) the terms of service of the platforms from which the Social Media Content originates.

2.2 Restrictions. Customer will not, in whole or in part, (a) copy the SAAS Service or distribute copies of the SAAS Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SAAS Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SAAS Service to third parties; or (d) use the SAAS Service to act as an application service provider or reseller of the SAAS Service to third parties, or to permit access to the SAAS Service by any kind to any third party. Use of the SAAS Service is also subject to Service Provider's privacy policy, available through its website, <https://geofeedia.com/privacy-policy>.

2.3 Right to Suspend or Terminate the SAAS Services; No Content License. In general, the Service is designed to store links to locations where Social Media Content is hosted on third-party websites that Service Provider does not own or control. Service Provider does not guarantee that any specific Social Media Content will remain available or accessible. Service Provider reserves the right to immediately suspend or terminate the affected SAAS Service and/or to remove the Social Media Content from the SAAS Service if required by the third-party platform from which the Social Media Content was received or if Service Provider reasonably believes that the SAAS Service or the Social Media Content is or is about to become non-compliant with any applicable law, regulation or policy, or is likely to become the subject of a lawsuit or material dispute. However, Service Provider's action or inaction shall not be deemed review or approval of such use of such Social Media Content. Customer acknowledges that, depending upon its intended use, including copying and reproduction, of the Social Media Content, it may be required to obtain licenses or permissions from the author or owner of the Social Media Content, abide by copyright law or other applicable law and abide by terms of service for the sources from which the Social Media Content was obtained. Service Provider does not license the Social Media Content and is not responsible for Customer's use of the Social Media Content. **Customer's use of Social Media Content is at its sole risk.**

3. Authorized Users.

3.1 Authorized Users. The number of Authorized Users granted access hereunder is set forth in the Order Form.

3.2 Additional and Reassignment of Authorized Users. Unless otherwise specified in the applicable Order Form: (i) SAAS Services may be accessed by no one other than the Authorized Users; (ii) additional subscriptions may be purchased for additional Authorized Users for prorated fees during the term of this Agreement; and (iii) such additional Authorized User accounts shall terminate on the same date as the pre-existing Authorized User accounts terminate. Authorized User account subscriptions are for designated Authorized Users only and cannot be shared, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the SAAS Services. Customer shall designate at least one (1) Authorized User to act as an administrator who will be responsible for requesting set-up and removal of Authorized User accounts and for other administrative tasks related to Customer's use of Services.

4. Support Services and Training.

4.1 Support Services. Service Provider will provide reasonable support efforts that do not require code changes ("Support Services") at no additional charge. Service Provider may provide upgraded support to Customer at mutually agreed upon rates, if available, through an additional Order Form referencing this Agreement.

4.2 Service Limitations; Maintenance. The Service may be temporarily unavailable, without notice, from time to time, including due to required maintenance, improvements, telecommunications interruptions, or other disruptions affecting the applicable third party provider of Social Media Content and the internet generally. In addition, Service Provider reserves the right to take down applicable servers hosting the SAAS Service upon reasonable notice to conduct routine regularly scheduled maintenance checks ("Scheduled Maintenance"); provided that, the number of Scheduled Maintenance checks each month during the term of this Agreement will not be excessive in relation to Service Provider's historical Scheduled Maintenance practices and patterns. Service Provider will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. Service Provider will not be responsible for any damages or costs incurred by Customer in connection with Scheduled Maintenance performed in accordance with this Agreement.

5. Additional Services. The parties may add additional training services and/or consulting, interface

development or other services by mutual agreement by adding an additional Order Form referencing this Agreement.

6. Fees and Payment.

6.1 Fees. Fees for the initial term of this Agreement are set forth in the Order Form. Service Provider reserves the right to modify its Fees for any renewal term upon forty-five (45) days' notice to Customer.

6.2 Payment Terms. Customer shall pay the Fees as specified in the Order Form. Service Provider will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due net 45 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Service Provider and notifying Service Provider of any changes to such information. If Customer provides automatic payment information, it authorizes Service Provider to store the information and use it to charge the associated billing source according to the Order Form without further authorization until termination of the Order Form or this Agreement. If automatic payment is terminated and not replaced within three business days of notice, Service Provider has the right to suspend access to the Service by Customer and its Authorized Users until payment is current.

6.3 Taxes. Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. Service Provider shall be responsible for any sales, use, excise or similar taxes payable by Service Provider on any goods or services used or consumed by Service Provider in providing the Services hereunder. Customer shall be responsible for any sales, use, excise or similar taxes that are imposed on any charges made by Service Provider to Customer under the terms of this Agreement.

7. Customer and Service Provider Responsibilities.

7.1 Registration Information. Customer will promptly provide to Service Provider the name and contact information of each Authorized User to register each Authorized User (collectively, the "Registration Information") to use the SAAS Service. Service Provider acknowledges that such Registration Information (and all other Customer Data) is Customer's (and/or its affiliates' and/or Authorized Users') confidential and proprietary information, and Service Provider shall maintain and protect such information with the same care and measures to avoid unauthorized disclosure or access as Service Provider uses with its own confidential information (but in no event less than a reasonable standard of care) and will use such information solely to carry out the purposes for which the information was disclosed.

7.2 User IDs. Each Authorized User will have a unique User ID for his or her access to the SAAS Service. Customer will exert commercially reasonable efforts to ensure that its Authorized Users will use only their respective assigned User IDs and not another's User ID. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly notify Service Provider if Customer becomes aware that the security or integrity of a User ID or password has been compromised.

7.3 Access and Compliance. Customer agrees that (a) it is responsible for all obligations under this Agreement arising in connection with its use, including those of Authorized Users, of the Services; (b) it is responsible for any act or omission by any of its users of the Services, which, if performed or omitted by Customer, would be a breach of this Agreement and any such act or omission of any Authorized User will be deemed to be a breach of this Agreement by Customer; (c) it will use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and (d) it and its Authorized Users will only access and use Services in accordance with this Agreement and applicable laws.

7.4 Computer System. Customer will: (a) cooperate and consult with Service Provider in the set-up and activation of the SAAS Service for Customer, and (b) provide and maintain its own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the SAAS Service. Customer is responsible for the security of its own computer systems and the security of its access to and connection with the SAAS Service.

7.5 No Interference with Service Operations. Customer will not knowingly take any action that:

(a) interferes or attempts to interfere with the proper working of the SAAS Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the SAAS Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the SAAS Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the SAAS Service; or (c) imposes or may impose, in Service Provider's reasonable discretion, an unreasonable or disproportionately large load on the SAAS Service infrastructure.

8. Term and Termination.

8.1 Term of Agreement. This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement or as provided in the Order Form. Unless otherwise specified in an Order Form, the term of the Order Form shall automatically renew for subsequent one year terms unless either party provides notice to the other party at least forty-five days prior to the beginning of the upcoming renewal term.

8.2 Termination for Cause. A party may terminate this Agreement (i) for cause upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting any remedies otherwise available to Customer under law or in equity, if Customer terminates this Agreement as a result of any event described in this Section 8.2, (a) Service Provider shall refund to Customer a pro-rata amount of any fees pre-paid by Customer for which Customer did not receive use of the SAAS Service in accordance with this Agreement and (b) Customer will have no further payment obligation to Service Provider.

8.3 Effect of Termination. Service Provider will destroy any Customer Data still residing on Service Provider's systems within thirty days after the termination of this Agreement. The definitions herein and the terms of Sections 8-12 (inclusive) shall survive the expiration or termination of this Agreement.

9. Proprietary Rights; Publicity.

9.1 Proprietary Rights. Service Provider is and will remain the exclusive owner of all right, title and interest in and to the SAAS Service and Updates, including all intellectual property rights therein. As between Service Provider and Customer, Customer is and will remain the exclusive owner of all right, title and interest in and to the Customer Data, including all intellectual property rights therein.

9.2 Publicity. Except as expressly provided herein with respect to certain Customer Data, Service Provider shall have no right to use the intellectual property of Customer, including, but not limited to, Customer's name, trademarks, logos (or the names, trademarks or logos of Customer's affiliates), in whole or in part, for any purpose. Neither party shall publicize or make any press release or public disclosure relating to this Agreement, the other party or the relationship between the parties, except with the prior written consent of the other party.

9.3 Feedback. To the extent that Service Provider receives from Customer or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the SAAS Service or any other products or services ("**Feedback**"), Service Provider may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

10. Representations; Limitations of Liability.

10.1 Covenants, Representations and Warranties. Each party agrees to comply with all applicable laws and regulations in connection with performing its obligations under and exercising its rights under this Agreement. Service Provider represents and warrants that: (a) the SAAS Service complies with all relevant API terms and conditions and policies of each applicable third party provider of Social Media Content (such as Twitter, Youtube, Flickr, Picasa and Instagram) accessible through the SAAS Service, and the SAAS Service (excluding Customer's use of the Social Media Content) complies with all applicable laws, rules and regulations; (b) Service Provider has all rights and licenses necessary in order make the SAAS Service available to Customer under this Agreement and for Service Provider to grant the rights and licenses granted by Service Provider to Customer under this Agreement, and Customer's use of the SAAS Service (excluding Customer's use of the Social Media Content) shall not infringe upon (whether direct or

contributory), misappropriate, or otherwise violate the intellectual property or other rights of any third party or otherwise subject Customer or any of its affiliates to any royalty or other fees, obligations, or attribution of any type by Customer to any third party; and (c) there are no actions, suits, proceedings, or other impediments, actual or threatened against Service Provider that would undermine, prevent or impair Service Provider from fulfilling its obligations or granting the rights to Customer as provided under this Agreement.

10.2 Disclaimer. Except as expressly provided herein, Service Provider makes no warranties related to the Services provided hereunder, and hereby disclaims all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. Customer assumes complete responsibility for the selection of the Services to achieve Customer's intended results and for its use of the results obtained from the Services. Service Provider does not warrant that the Services will meet Customer's requirements or that they will be uninterrupted or error free. Service Provider is not responsible for Customer's inability to access the SAAS Service or for any degradation of the Service caused by or resulting from any resources or factors outside of Service Provider's control.

10.3 Limitations of Liability. In no event will Service Provider (including its affiliates, employees, officers, directors and agents) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this Agreement or in connection with any Services provided hereunder, including without limitation, damages for loss of business profits, or other pecuniary loss arising out of the use or inability to use the Services, even if advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose. The total liability, if any, of Service Provider (including its affiliates, employees, officers, directors and agents) in the aggregate over the term of this Agreement for all claims, causes of action or liability whether in contract, tort or otherwise arising under or in any way related to this Agreement and/or the Services provided hereunder, shall be limited to the lesser of: (a) Customer's direct damages, actually incurred, or (b) the total fees paid by Customer to Service Provider in the most recent six (6) month period. Notwithstanding the foregoing, Service Provider's sole obligation in the event of an error in the performance of any Services under this Agreement shall be limited to re-performing the Services.

11. Indemnification.

11.1 Indemnification of Customer by Service Provider. Service Provider agrees to defend, indemnify and hold harmless Customer, its members, affiliates, partners and successors, and its and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all third party claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees, whether fixed or contingent, actual or threatened, in law or in equity (collectively, the "Claims", or individually, a "Claim"), that may, at any time, arise out of or relate to any breach or alleged breach by Service Provider of any of its representations, warranties and/or covenants set forth in Section 10.1 above.

11.2 Indemnification of Service Provider by Customer. Customer agrees to defend, indemnify and hold harmless Service Provider, its members, affiliates, partners and successors, and its and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all Claims that may, at any time, arise out of or relate to any breach or alleged breach by Customer of applicable law and of its use of the Social Media Content.

11.3 Indemnification Procedures. Any party seeking to be indemnified under this Section 11 shall as promptly as reasonably practicable notify the indemnifying party in writing of any Claim subject to the indemnities set forth in this Section 11; provided, however, that failure to so notify the indemnifying party after receiving actual notice of a Claim shall not relieve the indemnifying party from its indemnification obligations under this Agreement unless if, and only to the extent that, such failure to notify the indemnifying party has a material adverse impact on the indemnifying party. After receiving such notice, the indemnifying party shall assume and have exclusive control over the defense of such Claim, including, without limitation, the selection and retention of counsel and the disposition of any such Claim (by compromise, settlement or otherwise); provided, however, that the selection and retention of counsel, and any settlement or compromise of any Claim which may materially impact the indemnified party, shall be subject to the indemnified party's prior written approval, which shall not be unreasonably withheld. It is pre-agreed that any Claim alleging copyright, patent, trademark or other intellectual property infringement or misappropriation of the Services, or any part thereof, shall be considered to materially impact Customer for purposes of the foregoing. The

indemnified party shall cooperate in all reasonable respects with the indemnifying party in the defense and disposition of such Claim, at the indemnifying party's expense.

12. General.

12.1 Assignment, Successors. No right or license under this Agreement may be assigned or transferred by either party, nor may any duty be delegated by either party without the other party's prior written consent, except that Customer may assign, transfer or delegate this Agreement to any Customer affiliate and that either party may transfer or assign this agreement to any successor entity or to an acquirer of all or substantially all of the business, stock or assets of such party relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Customer and Service Provider.

12.2 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

12.3 Governing Law. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of Delaware, excluding its principles of conflicts of laws.

12.4 Notice. All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The notice address for Service Provider is 444 North Wells Street, Suite 502, Chicago, IL 60629, Attention: Michael J. Mulroy; the notice and billing address for Customer is set forth below its signature. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

12.5 Independent Contractor. Service Provider is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of the Customer and Service Provider shall be deemed to constitute a partnership, joint venture, agency, employment or any other relationship between the Customer and Service Provider.

12.6 Entire Agreement; Amendments. This Agreement, together with the Order Form and all exhibits hereto, constitutes the entire agreement between Service Provider and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter, including, without limitation, any user agreement or other arrangement for any trial of the SAAS Service prior to the date hereof. This Agreement, including the Order Form and all exhibits hereto, may be amended only by an instrument in writing executed by the parties or their permitted assignees.

12.7 Construction of Agreement; Headings. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

12.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

12.9 Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

12.10 Counterparts; Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy of a party's signature shall be sufficient to bind such party.

[remainder of page intentionally blank]
[signature page follows]

IN ACKNOWLEDGEMENT, Customer and Service Provider each cause this Agreement to be signed and delivered by its duly authorized representative.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Address:

Service Provider

By: Michael J. Malloy

Name: Michael J. Malloy

Title: CEO

Date: 9/15/15

Jurisdiction of Formation; Type of Entity/Organization:

REQUISITION

Ship To: Indiana State Police
Purchasing Section
100 N SENATE AVENUE
IGCN N340
INDIANAPOLIS IN 46204

Bill to: Indiana State Police
Purchasing Section
100 N SENATE AVENUE
IGCN N340
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
0000031950	09/18/2015	09/18/2015	1 of 1
Fund/Account:	60820 / 555553		
Dept Number:	081000		
Project Number:	10014UASI000000		
Requisition Number:	0000031950		
Requestor:	L006189 Dutton, Lynne-100		
Agency Number:	00100 State Police		
Facility:			


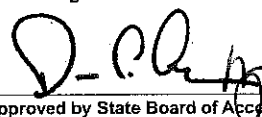
MUST COMPLETE FOR ICPR

☐ Print REQ
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		THIS PLATFORM ALLOWS THE IIFC TO MONITOR WHAT USERS ARE DOING WITH THE TOP EIGHT SOCIAL MEDIA PLATFORMS. SOCIAL MEDIAL MONITORING, ANALYSIS AND ENGAGEMENT PLATFORM SOFTWARE/SERVICE	1.0000	SVR	19,000.0000	19,000.00

The following UN/CEFACT Unit of Measure
Common Codes are used in this document:
SVR Service

Requisition Total \$ 19,000.00

Requestor Signature 	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	Printed Name of Agency Head or Authorized Employee	Authorized Signature 

Dutton, Lynne J.

From: IDOA Special Procurement Requests
Sent: Wednesday, September 30, 2015 12:25 PM
To: Dutton, Lynne J.; LaShure, Tina
Cc: IDOA Special Procurement Requests
Subject: FW: Special Procurement Request - Geofeedia
Attachments: 20150923152541061.pdf

This special procurement request is approved by IDOA. This email serves as your approval and should be kept in the contract file along with pertinent special procurement documents. It should also route with your contract (including clearance checks) for signatures to show valid procurement method utilized.

Unless you have any other questions, this request is complete. Have a great day.

Stan Judson
Director of Strategic Sourcing
Indiana Department of Administration

402 W. Washington Street W468
Indianapolis, IN 46204
P:317.234.6673 F: 317.232.7312
sjudson@idoa.in.gov

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

From: Judson, Stanley
Sent: Thursday, September 24, 2015 8:26 AM
To: IDOA Special Procurement Requests <idoaspecprocreq@idoa.IN.gov>
Subject: FW: Special Procurement Request - Geofeedia

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

From: LaShure, Tina
Sent: Wednesday, September 23, 2015 3:50 PM
To: Judson, Stanley <SJudson@idoa.IN.gov>
Cc: Dutton, Lynne J. <LDutton@isp.IN.gov>
Subject: Special Procurement Request - Geofeedia

Stan,

ISP's Head Procurement Manager, Lynne Dutton, requested that I forward you the attached information for your review and approval.

ISP is requesting to contract with the vendor Geofeedia, Inc, via an addendum. Please let us know if you have any questions or need additional information.



REQUEST FOR SPECIAL PROCUREMENT

State Form 54650 (R / 1-15)
INDIANA DEPARTMENT OF ADMINISTRATION

E-mail this completed form to the IDOA Procurement Division at idoaspecprocreq@idoa.in.gov.

- 1) September 21, 2015.
- 2) Indiana State Police
Lynne Dutton
232-1122 ldutton@isp.in.gov
- 3) Relevant Indiana Code (per 5-22-10): 5-22-10-7 Data processing contract or license agreements; 5-22-10-13 Sole Source
Value of Proposed Contract or Purchase: \$19,000
Recommended Vendor: Geofeedia.

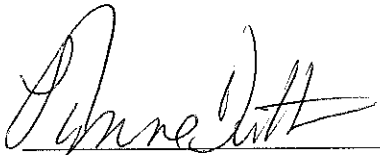
Detailed Justification that Validates Special Purchasing Method

Please identify any supplemental supporting documents.

- 4) Describe the product/services the vendor will provide (note if it is state or federally mandated) and explain why this meets the special purchasing method listed above.
GEOFEEDIA is allocation based social media monitoring, analysis & engagement platform. It will allow the IIFC to understand, in real time, social media happenings at locations that are important to public safety. This technology will allow the IIFC to search & monitor areas for threat or criminal activity across multiple social media services. It will allow the IIFC to support IDHS in better event monitoring for disaster relief by better defining the areas affected using this tool to monitor social media posts. It will allow the IIFC to assist with crisis response and management, it will help with resource allocation by pinpointing though social media posts where events/problems are more precisely at. It will allow us to better access for data evaluation and corroboration for intelligence analysis
- 5) Detail the research performed to determine this product/service is the best solution for the state.
GEOFEEDIA is the only social media monitoring service that tracks the eight (8) largest social media platforms in the US. it is currently being used by 24 of the 78 fusion centers in the US. I have contact three fusion center directors and they enthusiastically support this service and have stated that this is an invaluable tool for public safety. The Homeland Security Advisor has seen a demonstration of the product and the IIFC has had the opportunity to try the product out during the Indianapolis 500 event.
- 6) Provide all vendors' names and quotes and describe why this vendor was chosen.

1. Geofeedia	Total Price \$ 19,000
2.	Total Price \$
3.	Total Price \$
- 6a) If less than three quotes were obtained; explain why the price is fair and reasonable under the circumstances.
in line with Industry standards.

Approved By:



Head Procurement Agent

Date: 9-24-15
(month, day, year)

Department of Administration

Date: _____
(month, day, year)

State Budget Agency

Date: _____
(month, day, year)

Information Technology

Date: _____
(month, day, year)

ORDER FORM

This order form is subject to and governed by the terms and conditions of Geofeedia's Online Terms of Service posted at <http://www.geofeedia.com/terms-of-service>. Please review the Online Terms of Service carefully before signing below, as your signature below constitutes your agreement to be bound by its terms. If for any reason you are unable to view the Geofeedia Online Terms of Service online at the website given above, please contact Geofeedia immediately.

Pursuant to this Order Form, Customer is purchasing subscriptions to the Geofeedia Service identified below, subject to any specified usage parameters (e.g. number or types of users, number of locations, volume of data, etc.) and any professional services described herein. The term of this Order Form shall automatically renew for subsequent one-year terms unless either party provides notice to the other party at least forty-five days prior to the Contract End Date.

Order Information

Account Name: Indiana Intelligence Fusion Center
Prepared By: Trent McMahan

Contract Start Date: 8/5/2015
Contract End Date: 8/4/2016

Total Amount: [\$19,000.00]

Subscription Term, Billing & Payment Information

Company Name: Indiana Intelligence Fusion Center

Billing Phone: (317) 233-6953

Billing Name: Jay Nawrocki

Billing Fax:

Billing Email: jnawrocki@iifc.in.gov

Billing Address: 302 W. Washington Street
Room E243
Indianapolis, IN 46204

Payment Method: Invoice

PO Number: [IF APPLICABLE]

Billing Terms: Invoices sent **Annually** **Customer Initials** _____
Invoices for Overage Fees, if any, sent monthly.

Payment Terms: Due Upon Receipt. Interest accrues at the rate of 1.5% per month 90 days after the invoice date.
Invoices 30 days or more past due may result in suspension of Services.

Customer: Indiana Intelligence Fusion Center

Geofeedia, Inc.

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Application Services Subscription*

The Application Services include the following:

Service Edition

Total Price

Standard Service Package

Customer orders the following Standard Service Package:

Geofeedia Professional Edition

\$ 19,000.00

Total Permitted Users: Thirty (30)

Standard Applications

- Real-Time Search
- Up to five (5) Real-Time Streams
- Administrator functions

Premium Applications

- Geofeed Manager (up to 60)
- Collections
- One-click Instagram Widget
- Alerts
- Influencers

Other Included Features

- Shape File Support
- Language Translations
- Data Export
- Analytics
- Networks currently Included: Instagram, Twitter, Flickr, Picasa, YouTube, Facebook, Sina Weibo

Data Storage**

- Up to 1,000,000 post per month

Search Radius

- Maximum of 15 kilometers

Additional options

N/A

None

Training and Implementation

No charge

Geofeedia Video Training (Included)

Total Annual Cost

\$ 19,000.00

Order Comments

* Assuming no Overage Fees.

** Data overage will be billed at a cost of \$50.00 per 1,000 posts in excess of per-month allowance.

Note: Any other services not included hereunder and must be identified in a separate, executed Statement of Work.

For additional details regarding standard features and functionality of the Application Services, please visit:

<http://geofeedia.com/how-it-works>