			ORDER	FOR SU	PPLIES OR SEF	VICES						PAGE (OF PAGES	
IMPORTANT:	Mark all p	backages and paper										1		3
1. DATE OF OR	DER	2. CONTRACT NO. (IF HSFE30-16-P	any)				6. SHIP TO:							
08/12/20		U21F20-10-F-	-0220			a. NA	ME O	F CO	NSIGNEE					
3. ORDER NO.	I			UISITION/F	REFERENCE NO. 016T	FEDERAL EMERGENCY MANAGEMENT AGENCY								
	EMÉRGI REET S	ess correspondence to) ENCYMANAGEME SW		CY		SAM	IUEI	J	RESS DHNSON REET SW					
						c. CI WAS	TY SHIN	IGT	ON			d. STATE DC	e. ZIP CO 20472	DE
7. TO: CRIM	ISON H	EXAGON INC				f. SH	IP VIA							
a. NAME OF CO CRIMSON									8. TY	PE OF ORDER				
b. COMPANY N	AME					Xa	. PUR	CHAS	SE			b. DELIVERY		
c. STREET ADD 155 SEAP		LVD SEAPORT	W BLDG 3	RD FL	R	REF	EREN	CEY	OUR:		rever	ept for billing instructions on the erse, this delivery order is lect to instructions contained on		
d. CITY e. STATE f. ZIP CODE				and o	Please furnish the following on the terms issued subject to inly of thi and conditions specified on both sides of conditions of the a this order and on the attached sheet, if contract.					he terms an	d			
BOSTON				MA	022102698	any, i	includi	ng de	livery as indicated.					
		ROPRIATION DATA	2-2580						NING OFFICE EMERGENCY MAN	JAGEMENT	AGE	NCY		
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a. SMALL	E-DISABLE		-OWNED SMAL		S (WOSB)	VOMEN-OV h. EDWOSE			e. HUBZone		De	estinat	ion	
		13. PLACE OF			14. GOVERNMENT B/	L NO.			15. DELIVER TO F.O.B ON OR BEFORE (Da			16. DISCOU	NT TERMS	
a.INSPECTION Destinat		b.ACCEP Desti	TANCE nation						30 Days Aft	er Award				
					17. SCHEDULE (See revers	e for F	Reject	tions)					
ITEM NO. (a)		SUP	PLIES OR SER\ (b)	/ICES		QUAN ORDE (c)	RED	UNIT (d)	UNIT PRICE (e)		DUNT (f)		ACC	NTITY EPTED g)
	The co analyt The sp accoro the ak		711123 all prov icenses d in bid he terms	to sur l #5604 and c		n								
	18. SHIPF	PING POINT			19. GROSS SHIPPIN	G WEIGHT			20. INVOICE NO.					17(h) TOTAL (Cont.
				2	1. MAIL INVOICE TO:									pages)
SEE BILLING	a. NAME		FEMA FI	NANCE	CENTER					\$69,	525.	.00		
INSTRUCTIONS ON REVERSE	b. STREE (or P.O. E	ET ADDRESS Box)	FEMA FI PO BOX		CENTER									17(i) GRAND TOTAL
	c. CITY					d.	STAT	E	e. ZIP CODE	\$69 ,	\$69,525.00			
22. UNITED S		NCHESTER	00/00/				VA		22604 23. NAME (Typed)					
	ABY (Sign		08/23/2	2016 Poly	- good	sir.			Colin Galv		FFICE	R		

PAGE NO

2

ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION**

DATE OF OR				ORDER	NO.	
08/12/2 ITEM NO.	016 HSFE30-16-P-0220 SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)
	Approving Official: Sara Smith sara.smith@fema.dhs.gov 202.701.0603 Contract Specialist: Rita Habib 202.212.4768 Admin Office: FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC BFY: 2016 Fund Code: 6R Program: 42IASA Organization: A300 Project: 759112 Object Class: 2580 Fund Type: D					
0001	a)4 Full users (2 each NWC/OEA) Oversees all of new build users, across all the regions and has Email Support access b)50 Dashboard users, with the option to add unlimited additional Dashboard users (includes throughout NWS/OEA so long as they share the same space in ForSight) c) 50 monitors (25 each NWC/OEA) individual queries. d)Dedicated Onboarding Coach and 6 Custom Coaching Sessions, topic/timing by choice. f)Unlimited access to our Public Training Webinars for all build users, and access to online user community. g)Unlimited historical data access	1	EA	69,525.00	69,525.00	
1001	a)4 Full users (2 each NWC/OEA) Oversees all of new build users, across all the regions and has Email Support access b)50 Dashboard users, with the option to add unlimited additional Dashboard users (includes throughout NWS/OEA so long as they share the same space in ForSight) c) 50 monitors (25 each NWC/OEA)individual queries. d)Dedicated Onboarding Coach and 6 Custom Coaching Sessions, topic/timing by Continued	1	EA	69,525.00	0.00	

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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53.213(f)

PAGE NO

ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION**

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

	16 HSFE30-16-P-0220					
EM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTIT
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	choice. f)Unlimited access to our Public					
	Training Webinars for all build users, and					
	access to online user community.					
	g)Unlimited historical data access					
	Amount: \$69,525.00(Option Line Item)					
	Date Option to be Exercised 30 Days					
	After Award					
		1				

			<u> </u>	ERFOR	SUPP	LIESUR	SERVICE	5	۱ <u>.</u>				OF PAGES
		kages and papers with con					BPA NO.		6. SHIP			1	2
, DATE OF O	ROER 9/8	24/2019	2. CONTRACT NO	J. (It any)				CONSIGNEE	0. aniir	10.			
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		Chief Procuremer chnology Branch	nt Officer				c. CITY	igton, DC	20472		d. STATE	e. Zif	CODE
	Street, : gton DC :	S.W., PP 5th Fla 20472	or				Washir	gton					0472
	5		TO:				I. SHIP VIA						
NAME OF C	ONTRACTOR		DUNS;	0217111	123 DUN	S+4;							
CRIMSO	N HEXAGO	N, INC.							8, Tì	(PE OF OF	RDER		
COMPANY	NAME						X a. Pl	URCHASE			b, DELIV	ÆRY	
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STREET AD							conditions sp	adfied on bolh	sides of this order If any, including		contained on this issued subject to	side only of th	is form and is
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					-			QUANTITY	UNIT	UNIT PRICE	AMOL		
ITEM NO. (e)			SUPPLIES OR S (b)	ERVICES				(G)	(d)	(e)	(0)		(9)
		ntractor shall s ordance with Bid											
	with t!	he terms and cor	ditions of	the abo	ove				See CON	TI'INUA'	FION Page		ļ
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	as if	included in full	text.										F
	Period	of Performance	(POP): 09/	30/2014	- 09/2	2015							
	Approv:	ing Official:											
	Mayra 202,64	Lopez-de-Victori 6 2694	ia										
ĺ		Lopez-de-Victori	ia@fema.dhs	.gov									
	Contra	et Specialist: F	Rita Habib										
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		P.O. Box 90	001				FAX:				4		GRAN TOTA
		c, CITY					d, STATE	e. ZIP CC	IDE				
		Winchester					VA	226			\$39,140.	00	
								226			\$39,140.	00	

A.1 PRICE/COST SCHEDULE

	DESCRIPTION OF QTY UNIT SUPPLIES/SVCS	UNIT PRICE	AMOUNT
001	1.00 EA Crimson Hexagon's Forsight-plat unique in delivering deep insig through social media to FEMA on opinion. Through Forsight, FEMA have the unique ability to iden emerging issues and react in re As part of this engagement, we' to request a waiver to 508 comp per our SaaS software unique functionality. Pricing contains users 10 Dashboard users 1 year historical data 25 monitors (in queries) Standard onboarding wi coaching sessions annually. APD FUNDING/REQ NO: 1:	hts public will htify key al time. d like pliance g: 2 Full of dividual th 5	\$39,140.00 W522224Y

GRAND TOTAL ---

\$39,140.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION	NUMBER	AMOUNT
1	2014-06-4180RS-02002580-D	W522224Y	F	\$39,140.00

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.2 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (JUL 2014).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authoritics and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) 52,223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

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(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantitics (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://www.arnet.gov/far

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the

Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF	JAN 2011
52,204-13	CONTRACTOR PERSONNEL SYSTEM FOR AWARD MANAGEMENT MAINTENANC	E JUL 2013
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52,222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	ENCOURAGING CONTRACTOR POLICIES	AUG 2011
	TO BAN TEXT MESSAGING WHILE DRIVING	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008
	PURCHASES	
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL	DEC 2013
	BUSINESS SUBCONTRACTORS	
52,233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52,233-4	APPLICABLE LAW FOR BREACH OF	OCT 2004
	CONTRACT CLAIM	
52.243-1	CHANGESFIXED-PRICE	AUG 1987

A.4 BILLING INSTRUCTIONS (JUN 2014)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at http://www.gsa.gov/portal/forms/type/SF when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at . A copy of the voucher must be submitted electronically to the contracting officer identified within this contract. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

A.5 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

A.6 INVOICE APPROVAL (JUN 2014)

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: Title: Phone: Email:

A.7 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payce's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested arc for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

A.8 HSAR 3052.204-71 Contractor EMPLOYEE ACCESS (SEP 2012) ALTERNATE I (SEP 2012)

(a) "Sensitive Information," as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employces working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(c) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor

employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) The waiver must be in the best interest of the Government.

(1) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

Scope of Work Office of External Affairs Public Affairs Division Social Media Analytics Tool Requirements

I. Purpose

FEMA Office of External Affairs, Public Affairs Division, will like to utilize social media listening and publishing of external content tool. Using the platform, the Office of External Affairs will be able to increase its level of situational awareness before, during, and after emergencies by staying up to date with social media posts. The platform allows for advanced filtering of social media content, helping External Affairs follow public sentiment, popular topics, and other areas of interest during emergencies. Period of performance for 12 months after the award.

II. Performance Period

Twelve (12) months from date of award and two (2) option years.

III. Contract Task:

The contractor shall provide OEA with the **Social Media Analytics Tool Requirements.**

Deliverable One: the Social Media Analytics Tool

To meet our requirements, products should have the following attributes:

- 1. Access to the full Twitter fire hose,
- 2. Access to social media posts from multiple platforms (e.g. Twitter, Facebook, Instagram, Flickr) as they happen in real time.
- 3. Ability to construct lengthy and advanced Boolean searches.
- 4. Ability for multiple users to be logged in simultaneously,
- 5. Ability to edit or create search criteria at will.
- 6. Ability to display posts from social media sources in a chronological stream as they occur in real time.
- 7. Ability to refresh all analytics and search results to reflect real-time posts.
- 8. Ability to save multiple search criteria for immediate recall of results and search terms.
- 9. Ability to run saved searches continuously, updating in at least 30-second intervals.
- 10. Access to at least the past 30 days of historical social media posts.

- 11. Ability to quickly sort the most popular social media content within posts matching a given search criteria.
- 12. Ability to quickly sort the most influential social media users within posts matching a given search criteria.
- 13. Ability to quickly sort the most popular terms (e.g. phrases, terminology, hashtags) being used within posts matching a given search criteria.
- 14. Ability to filter search results based on geographic location, at least to the U.S. state level.
- 15. Ability to filter out or exclude keywords, users, or sites from a search.
- 16. Ability to search within a customized time frame, down to the hourly level.
- 17. Ability to visualize real-time posts from searches in ways that help convey overall topic context, such as word clouds, topic clusters, content streams, volume line graphs, etc.
- 18. Full technical support available for issues that may arise 24-hours a day, seven days a week.

All submissions are required to provide two references currently using the product. If selected the contracted company is required to provide an initial four hour training on the product within 14 days of acquisition as well as a 2 hour follow-up training within 2 months of acquisition.

Deliverable Two: the Social Media Analytics Tool Additional Requirements

To meet our requirements, products should additional attributes that we would find useful:

- 1. Ability to display social media posts on a map.
- 2. Ability to expand and view conversations between Twitter users to provide further context and situational awareness.
- 3. Access to platform APIs to allow for potential integration with other FEMA platforms and projects.
- 4. Continued addition of new and emerging social platforms as they come out.
- 5. Ability to sort and filter terms within an existing saved search.
- 6. Dynamic visualizations that can be interacted with for example, a volume line graph or word cloud than can be clicked on to display all results from a particular point on the graph.
- 7. Ability to export search results and visualizations as downloadable files in common formats (e.g. PDF, Excel, CSV).
- 8. Intuitive interface design for inputting Boolean keywords that saves time and effort.

9. Ability to receive 24/7 alerts vía email or text based on customize saved searches.

Deliverable Number	Deliverable Name	Deadline
А	Social Media Analytics Tool Requirements	Within 5 days of award
B.1	Social Media Analytics Tool Baseline Year	Within 5 days of award
B.2	Social Media Analytics Tool Additional Requirements Baseline Year	Within 5 days of award
B1.1	Social Media Analytics Tool Option Year	90 days before expiration date of award
B.2.1	Social Media Analytics Tool Additional Requirements Baseline Year	90 days before expiration date of award

IV. Meeting and Reporting Requirements

In addition to the requirements identified in the Program Components and deliverables identified in the Deliverables section, the contractor shall provide the following:

- A. Work Plan Within ten (10) days of issuance of task order, the
- Contractor shall submit a final work plan that details how the contractor shall manage the effort to meet the requirements for the term of the task order. The plan shall address staffing, estimated travel, and projected timelines.
- B. Monthly Reports On the 15th of each month, the Contractor shall submit a monthly report detailing progress, status, and financial reporting.
- C. Monthly Status Meetings The Contractor shall meet in person or conference by telephone with the COR a minimum of once per month for the duration of the contract and at all key junctures during the contract.

V. Period of Performance

Twelve (12) months from date of award and two option years.

VI. Type of Contract

This is a Firm-Fixed Price (FFP) Contract.

VII. Place of Performance

Work does not need to be performed on-site at all times. The Government will provide conference/meeting and working accommodations as necessary for meetings at FEMA. Normal working hours at the Government site are 8:30 AM to 5:30 PM Monday through Friday. For work performed at the Contractor's site personnel will need to be reachable via phone and e-mail.

VIII. Travel and ODCs

Local Travel - The Program Manager may request the Contractor to travel within the DC metropolitan area or within a fifty (50) mile radius, to other DHS components in order to gather and capture information deemed necessary in the performance of this work. Contractor will not be reimbursed for local travel.

Long Distance Travel - Travel outside of the DC metropolitan area may be required on an as requested basis. In such instances, where travel outside of the DC metropolitan area is requested the Contractor shall obtain written authorization from the COTR prior to traveling. Approved travel outside of the DC metropolitan area will be reimbursed in accordance to Federal Travel Regulations (FTR).

The Contractor shall identify any necessary travel in their Project Plan.

IX. Government Point of Contact

Primary Point of Contacts:

Stephanie Tennyson, Deputy Director Office of External Affairs, FEMA 202-212-1740 Stephanie.Tennyson@fema.dhs.gov

Rafael Lemaitre, Director Office of Public Affairs, FEMA 202-212-5708 (office) Rafael.Lemaitre@fema.dhs.gov Mayra Lopez-de-Victoria, Deputy Director Office of Public Affairs, FEMA 202-680-9395 (cell) ... Mayra.Lopez-de-Victoria@fema.dhs.gov

Jason Lindesmith Federal Emergency Management Agency Office of External Affairs Social & Mobile Lead 202-230-2005 (cell) Jason.Lindesmith@fema.dhs.goy

Vallee Bunting Executive Officer/Director of Coordination and Business Operations Office of External Affairs Federal Emergency Management Agency 202-212-1035 Vallee.Bunting@fema.dhs.gov

Michael Smith Branch Chief External Affairs Business Operations Office of External Affairs Federal Emergency Management Agency 202-646-3035 michael.smith2@fema.dhs.gov

Ryan Murray Acquisition Business Specialist Office of the Chief Procurement Officer (OCPO) DHS-FEMA 395 E Street SW, 5th Floor (W-22) Washington, DC 20472-3205 202-646-3897 (office) RyanD.Murray@fema.dhs.goy

Alfredia G. Allen Contracting Officer Response, Recovery & OEA Branch Acquisitions Operations Division Office of the Chief Procurement Officer (OCPO) DHS-FEMA 395 E Street SW, 5th Floor (W-22) Washington, DC 20472-3205 202-646-3908 (office) Alfredia.Allen1@dhs.gov

X. Personnel Requirements

The contractor must that have the ability to work in a dynamic, fast-paced, and challenging environment. Contractor personnel working under this contract will be required to pass a Federal Government background check (or security clearance). The contractor personnel shall interface with agency senior officers, internal staff and employees; and other supportive contracted staff, at all levels, therefore, the contractor personnel must be flexible and adaptable to changes and customer service expertise.

During the first ninety (90) days, the Contractor shall not make any personnel changes unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In such cases of these occurrences, the Contractor shall notify the Program Manager promptly and submit documentation pertaining to the proposed substitution in writing at least fifteen (15) days in advance, and thirty (30) days in advance if security clearances are to be obtained in advance of the proposed substitution.

The Contractor must provide a detailed explanation of the circumstances causing the proposed substitution, along with resumes. All resumes submitted for each proposed substitution must have qualifications that are equal to or superior to the qualifications of the person being substituted. The Program Manager shall evaluate the resume of each request to verify the qualifications of every new employee being assigned to this task order.

XI. General Requirements

All content, instruments, processes, studies or other tools and deliverables developed under this contract (to include, without limitation, any survey questionnaires, sampling methodologies, participant lists and resulting analysis) shall be the sole property of the Federal Emergency Management Agency. As such, these materials may be used by FEMA and, upon FEMA direction, its contractors, for future research studies, product development and program initiatives.

The Contractor shall provide quality control proofreading and editing for all products in accordance with AP Style rules. In addition, it is expected that for printed products, the contractor shall provide the project officer with GPO Form 952 (Desktop Publishing Disk Information) and the final print ready product in specified format (e.g., electronic files, camera ready art negatives, CD-ROM master) along with graphics and printing specifications. All projects shall be sourced through the Government Printing Office. The contractor shall meet the requirements of Title 44, Government Printing and Binding Regulations, and coordinate with and obtain approval from the Agency Printing officer and the Project officer for all printing. The Contractor shall obtain all talent and required talent releases for use in advertising, direct mail, brochures, videos, and any other media authorized and used for this effort. In addition, the Contractor shall obtain usage rights for videos, music and any other media used in connection with communications efforts/projects. The Contractor shall provide written documentation to the Project Officer demonstrating the fulfillment of this requirement for each individual effort. All materials, including new photography, videography and imagery, and graphic elements, created under this contract are the property of the Federal Emergency Management Agency and may be modified, reproduced and disseminated without restriction.

XII. Other Requirements

Section 508

In accordance with FAR 39.203(b) (3) and (c) (2) for Electronic and Information Technology; Compliance with Section 508 of the Rehabilitation Act of 1973, and its 1988 Amendments, Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities and members of the public with disabilities seeking information or services from a federal agency, have comparable access to and use of information as employees and members of the public who have no disabilities, unless an undue burden would be imposed on the agency. By submitting a bid or offer in response to this SOW, the Contractor makes an affirmative statement that the product or services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194).

Quality Assurance

The Contractor shall ensure overall quality of work performed. All support and related activities performed under this Contract will be planned, controlled, and documented as required by existing regulations and guidelines.

End of Performance

All information, as well as Contractor working papers, shall be returned at the end of the Contract. Any Contractor disk storage drives used in the performance of this contract shall be provided to the DHS for removal of DHS information.

Scope of Work Office of External Affairs Public Affairs Division Response Directorate National Watch Center Social Media Analytics Tool Requirements

1. Purpose

FEMA Office of External Affairs, Public Affairs Division, and FEMA's National Watch Center will like to purchase a tool to enhance social media monitoring during emergencies. Using the platform, the Office of External Affairs and National Watch Center will be able to increase its level of situational awareness before, during, and after emergencies by staying up to date with social media posts. The platform would allow for advanced filtering of social media content, helping FEMA Watches and Office of External Affairs staff to quickly find relevant incident information to provide context to FEMA leadership during an emergency. FEMA Office of External Affairs and the National Watch Center will use a web based platform to deliver insights through social media about public opinion and will have the ability to identify key emerging issues and react in real time.

2. Performance Period

Twelve (12) months from date of award and one (1) option year.

3. Contract Task:

The contractor shall provide the Office of External Affairs and the Office of Response and Recovery with the **Social Media Analytics Tool Requirements.**

- Access to real-time data from multiple social media sources
- At least 4 admin users (2 each NWC/OEA) to oversee all of new platform users across all FEMA offices.
- Read-only access for at least 50 staff.
- At least 50 searches or individual queries (25 each NWC/OEA).
- Dedicated onboarding coach and coaching sessions, topic/timing by choice.
- Access to training webinars for all platform users.
- Access to at least one year of historical social media data.

Deliverable One: the **Social Media Analytics Tool** to meet our requirements, products should have the following attributes:

- 1. Unlimited real-time search results from the full Twitter fire hose.
- 2. Access to social media posts from multiple platforms (e.g. Facebook, Instagram, Flickr) as they happen in real time.
- 3. Ability to construct lengthy and advanced free-form Boolean searches.
- 4. Ability for multiple users to be logged in simultaneously.

- 5. Ability to edit existing search criteria at will, which updates the search results immediately.
- 6. Ability to display posts from social media sources in chronological order as they occur in a live stream.
- 7. Ability to save multiple search criteria for immediate recall of each query's results and search terms.
- 8. Ability to return results for saved searches automatically, updating in at least 30-second intervals.
- 9. Access to at least the past one year of historical social media posts.
- 10. Ability to quickly sort the most popular social media posts within results matching a given search criteria.
- 11. Ability to quickly sort the most influential social media users within posts matching a given search criteria.
- 12. Ability to quickly sort the most popular terms (e.g. phrases, terminology, hashtags) being used within posts matching a given search criteria.
- 13. Ability to filter search results based on geographic location of the author, at least to the U.S. city level.
- 14. Ability to filter out or exclude keywords, users, or sites from search results.
- 15. Ability to search within a customized time frame, down to the hourly level.
- 16. Ability to visualize real-time posts from searches in ways that help convey overall topic context, such as word clouds, topic clusters, content streams, volume line graphs, etc.
- 17. Full technical support available for issues that may arise 24-hours a day, seven days a week.

Deliverable Two: the Social Media Analytics Tool Additional Requirements

To meet our requirements, products should additional attributes that we would find useful:

- 1. Ability to display social media posts on a map, with the ability to expand post details from the map interface.
- 2. Ability to expand and view conversations between Twitter users within the platform itself.
- 3. Access to social media platform APIs included to allow for potential integration with other FEMA platforms.
- 4. Continued addition of new and emerging social media sources as they come out.
- 5. Ability to customize results of a saved search to filter results by keyword, geography, author influence, or language.
- 6. Ability to search social media posts in multiple languages (at least Spanish).

- 7. Dynamic visualizations that can be interacted with for example, a volume line graph or word cloud than can be clicked on to display all results from a particular point on the graph.
- 8. Ability to export search results and visualizations as downloadable files in common formats (e.g. PDF, Excel, CSV).
- 9. Intuitive interface design for inputting Boolean keywords, gathering results, and analyzing information that saves time and effort.
- 10. Ability to receive 24/7 alerts via email or text based on saved searches.

All submissions are required to provide two references currently using the product. If selected the contracted company is required to provide an initial four hour training on the product within 14 days of acquisition as well as a 2 hour follow-up training within 2 months of acquisition.

Deliverable Number	Deliverable Name	Deadline
А	Social Media Analytics Tool Requirements	Within 5 days of award
B.1	Social Media Analytics Tool Baseline Year	Within 5 days of award
B.2	Social Media Analytics Tool Additional Requirements Baseline Year	Within 5 days of award
B1.1	Social Media Analytics Tool Option Year	90 days before expiration date of award
B.2.1	Social Media Analytics Tool Additional Requirements Baseline Year	90 days before expiration date of award

4. Type of Contract

This is a Firm-Fixed Price (FFP) Contract.

5. Place of Performance

Work does not need to be performed on-site at all times. The Government will provide conference/meeting and working accommodations as necessary for meetings at FEMA. Normal working hours at the Government site are 8:30 AM to 5:30 PM Monday through

Friday. For work performed at the Contractor's site personnel will need to be reachable via phone and e-mail.

6. Government Point of Contact

Mayra Lopez-de-Victoria, Office of External Affairs, FEMA 202-680-9395 (cell) <u>Mayra.Lopez-de-Victoria@fema.dhs.gov</u>

7. General Requirements

All content, instruments, processes, studies or other tools and deliverables developed under this contract (to include, without limitation, any survey questionnaires, sampling methodologies, participant lists and resulting analysis) shall be the sole property of the Federal Emergency Management Agency. As such, these materials may be used by FEMA and, upon FEMA direction, its contractors, for future research studies, product development and program initiatives.

8. Other Requirements

a. Accessibility Requirements (Section 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-

static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

b. Quality Assurance

The Contractor shall ensure overall quality of work performed. All support and related activities performed under this Contract will be planned, controlled, and documented as required by existing regulations and guidelines.

c. End of Performance

All information, as well as Contractor working papers, shall be returned at the end of the Contract. Any Contractor disk storage drives used in the performance of this contract shall be provided to the DHS for removal of DHS information.

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2. AMENDMEN	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. R	EQUISITION/PURCHASE REQ. NO.	5. PR	OJECT NO	. (If applicable)	
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6. ISSUED BY	CODE	FEMA	7. A	DMINISTERED BY (If other than Item 6)	CODE			
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Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (*Type or print*)
16A. NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*)

		Colin Galvin	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		COLIN J GALVIN Modelad Security. ou=FEMA, ou=People, cn=COLN J GALVIN, 0.9234213200300,000.11-0116630144FEMA	09/02/2016
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P00002	See Block 16C	WX04675Y2017T					
6. ISSUED BY CODE	FEMA	7. ADMINISTERED BY (If other than Item 6)	CODE				
FEDERAL EMERGENCYMANAGEMENT 500 C STREET SW WASHINGTON DC	AGENCY						
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THE PLACE DESIGNATED FOR THE RECEIPT OF	OFFERS PRIOR TO THE HOUR AND D in already submitted , such change may is received prior to the opening hour an iwired) Ne		OUR OFFER If by				
		RS. IT MODIFIES THE CONTRACT/ORDER NO. AS D	ESCRIBED IN ITEM 14.				
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	TIORDER IS MODIFIED TO REFLECT I IN ITEM 14, PURSUANT TO THE AU	E CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE ADMINISTRATIVE CHANGES (such as changed THORITY OF FAR 43, 103(b).					
C. THIS SUPPLEMENTAL AGREEMEN	TIS ENTERED INTO PURSUANT TO A						
D. OTHER (Specify type of modification X FAR 52.217-9 Option		of the Contract					
	Is required to sign this document a		ins office.				
E. IMPORTANT: Contractor is not.							
DUNS Number: 021711123		······································					
The purpose of this modifica	tion is to exercise	option year one.					
Period of Performance: Septe	mber 2, 2017 to Sept	ember 1, 2018					
**************************************	ATION***********						
DO/DPAS Rating: NONE							
Delivery: 30 Days After Awar							
Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT							
SAMUEL JOHNSON	AGENCI						
Continued							
Except as provided herein, all terms and conditions of th	e document referenced in Item 9 A or 1	0A, as heretofore changed, remains unchanged and in	full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)	•	16A, NAME, AND TITLE OF CONTRACTING OFF	ICER (Type or print)				
Audra R Ryan, CF	·	Colin Galvin	· · · · · · · · · · · · · · · · · · ·				
158 CONTRACTOR FEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by COUN J G OLLIN J GALVIN COLIN J GALVIN autor 10 J GALVIN	, ou-Deople, cn=COUNJ , ou=People, cn=COUNJ OU_10016630144FEMA 08/08/2017				
(Signature of person authorized to sign) NSN 7540-01-152-8070		(Signature of Contracting Omber)1143-041	5TANDARD FORM 30 (REV, 10-83)				
Previous edition unusable		.1	Prescribed by GSA				
		1	FAR (48 CFR) 53,243				

CONTINUATION SHEET

PAGE OF 2 2

NAME OF OFFEROR OR CONTRACTOR CRIMSON HEXAGON INC

TEM NO.	SUPPLIES/SERVICES	QUÁNTITY		UNIT PRICE	AMOUNT (F)
(A)	(B)	(C)	(D)	(E)	
	500 C STREET SW WASHINGTON DC 20472				
	BFY: 2017 Fund Code: OS Program: A733 Organization: A300 Project: 759112 Object Class: 2580 Fund Type: D FOB: Destination				
	Period of Performance: 09/02/2017 to 09/01/2018				
	Change Item 1001 to read as follows(amount shown is the total amount):				
001	a)4 Full users (2 each NWC/OEA) Oversees all of new build users, across all the regions and has Email Support access b)50 Dashboard users, with the option to add unlimited additional Dashboard users (includes throughout NWS/OEA so long as they share the same space in ForSight) c) 50 monitors (25 each NWC/OEA) individual queries. d)Dedicated Onboarding Coach and 6 Custom Coaching Sessions, topic/timing by choice. f)Unlimited access to our Public Training Webinars for all build users, and access to conline user community. g)Unlimited bistorical data access	1	EA	69,525.00	69,525
		1			

OPTIONAL FORM 236 (4-86) Sponsored by GSA FAR (48 CFR) 53 110

BID #29183835 Buy #666674_04 as of 09/24/2014 07:48:56 EST

Bid #29183835

FedBid

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Buy Information

L7	e waarda waxay karang karan Karang karang	
	Buy Description:	OPTION - Software Program
	Internal Description:	W522224Y
	Solicitation No.:	W522224Y
	Set-Aside Requirement:	Small Business
	End Date:	09/19/2014
	End Time:	15:00 EST
	Purchase Description:	Meet or Exceed
	Contract Vehicle:	Open Market
	FedBizOpps Solicitation:	Yes
	Recovery Act:	No
	Award Type:	Purchase Order or Delivery Order
	Seller Community:	FedBid Seller Community (All qualified Sellers can bid)
	Repost Reason:	Changed period of performance and uploaded and evaulation. Please make sure that your bid is complinat with the evaluation provided. Upload any SOW, past performance, etc which may be applicable to your offerings.

Target Price/Suggested Sellers

Company Name	Phone	Sales Rep	Email			
Bid Decrement:						
Total Target Price:	\$132,000.00 - Target Price is Ac	stive				
an a	Adalah katalan dalam katalan katalan katalan bada dan katalan katalan katalan katalan katalan katalan katalan k		an fa an			

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Waylin

BrandWatch NetBase SalosForce Marketing Cloud Meltwater Buzz Sysomos

Crimson Hexagon

Category/Subcategory

PSC 70 -- Information Technology (ADP) Equipment (Including Firmware), Software, Supplies and Support Equipment Category:

Sub-category: PSC 7035 -- IT Support Equipment

NAICS:

334112 -- Computer Storage Device Manufacturing

Bid Information

Company Infor	mation	Seller Informa	tion
Bid Description:	Crimson Hexagon Forsight 9/9/2014	Sales Rep Name:	Jani Virtanon
Company Name:	CRIMSON HEXAGON, INC. (DUNS: 021711123]	Address:	155 Seaport Blvd, Floor 3
Name:	,	City:	Boston
Address:	155 Seaport Bivd, Floor 3	State:	MA
City:	Boston		
State:	ма	Zip Code:	02210
010(0)	1003	Phone:	6174011041
Zip Code:	02210	Fax:	
Phone:	6174011041		
E DAUAY	0171011011	Email:	ivirtanen@crimsonhexagon.com

Fax:		
Duns No:	021711123	
Cage Code:	75BH1	
Tax ID:	261121589	
FedBid Buy No:	666674_04	
Socio- Economic Classification:	Small Business	

Bidding Requirements

Read and Understand

 \checkmark

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Seller Attachment(s) In addition to providing pricing through the marketplace, Sellers have the OPTION to include certain non-pricing information as document(s) attached to their Bid, so they are received no later than the closing date and time of this Buy, Pricing will not be accepted if it is included in the attachment(s). Attachment(s) can total no more than 20 MB, whether multiple files or one file, and may be zipped to decrease their size. A Seller's failure to comply with these terms may result in its Bid being determined to be non-responsive. The attachment(s) should include the following non-pricing information: Please attach SOW or any important information to include with Bid.

Open Market

Instructions

Open Market bids are accepted in this solicitation; however, please refer to the specifications below, including 'Set-Aside Requirement' provision, for additional requirements.

Contract No.:	Open Marke		
Contract Owner:	N/A		
Contract Expiration Date:	N/A		

Meet or Exceed The Buyer is allowing Sellers to submit bids that either meet or exceed the requested specification. Sellors MUST enter exactly what they are bidding (including make, mode), and description) into the blank description field in order for the bid to be considered.

Minimum Bld Decrement is \$100

The Buyer is requiring that any rebid must be lower than the 'current bid price' by this amount. The reduction is based on the total order and must be satisfied within the rebid minimum.

Purchase Order or Delivery Order

Buyer intends to issue award using a purchase order or delivery order. Blds from Sollors unable to accept purchase orders or delivery orders will not be considered for award.

Set-Aside Requirement

This sollcitation is a Small Business set-aside and only qualified Sellers can bid.

en esta de

Use of FedBid

Buyers and Seliers agree to conduct this transaction through FedBid in compliance with the FedBid Terms of Use; Failure to comply with the below terms and conditions may result in offer being determined as non-responsive.

Evaluation Criteria/Basis of Award

Sollers understand that FedBid ranks all Bids by price; however, pursuant to applicable acquisition regulations and/or departmental guidelines, Buyers may use criteria other than price to evaluate offers. Accordingly, please note that, unless otherwise specified in the Buy Terms, below, to the extent required by applicable regulations and/or guidelines, award will be made to the responsible Solier whose offer conforming to the solicitation will be most advantageous to the Buyer on the basis of price, tochnical capability, delivery, and past performance.

Question Submission

Period of Performance

Option 1: 09/30/2015 - 09/29/2016 Option 2: 09/30/2016 - 09/29/2017

Interested offerors must submit any questions concerning the solicitation at the earliest time possible to enable the buyer to respond. Questions can be submitted by using the 'Submit a Question' button. Questions not received within a reasonable time prior to close of the solicitation may not be considered.

Default Terms

Base:

Unless otherwise specified in the Buy Terms, below, Bid must be good for 30 calendar days after close of Buy and shipping must be free on board (FOB) destination CONUS (Continental U.S.)

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09/30/2014 - 09/29/2015

Bid Terms Name	Criteria Bid Complies With Requirement
Equipment Condition	New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.
Offer Period	Bld MUST be good for 30 calendar days after close of Buy.
Shipping Condilio	on Shipping must be free on board (FOB) destination CONUS (Continental U.S.), which means that the setter must deliver the goods on its conveyance at the destination specified by the buyer, and the seller is responsible for the cost of shipping and risk of loss prior to actual delivery at the specified destination.
SAM Requiremen	this solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov.
Commercial Items Terms and Conditions	s The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference: FAR 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition; FAR 52.212-3, Offeror Representations and Certifications - Commercial Items - the selected offeror must submit a completed copy of the listed representations and certifications; FAR 52.212-4, Contract Terms and Conditions - Commercial Items; FAR 52.212-5, Contract Terms and Conditions - Commercial Items; FAR 52.212-5, Contract Terms and Conditions - Required To Implement Statutes or Executive Orders-Commercial Items, paragraph (a) and the following clauses in paragraph (b): 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-34. The full text of the referenced FAR clauses may be accessed electronically at https://www.acquisilion.gov/lar/.
Shipping info	ormation

Shipping Address:

Jason Lindesmith 500 C Street SW Room 714 Washington DC 20472

Seller Attachment(s)

10.00000.F2372		az in die alega zuena za naziera przej ana spisowa in się i się
No.	Document Name	Document Size
001	Terms_and_Conditions.docx	70 KB
002	crimson_hexagon_capabilitios_2014_public_sector.pdf	4,474 KB
003	Proposal Overview Crimson_Hexagon.pdf	88 KB

Line Item(s) Base

ltem No.	Description		Qty	Unit Price	Ext. Price
001	delivering deep insi	ation:See statement of work tlon:Crimson Hexagon's Forsight-platform is unique in ghis through social media to FEMA on public opinion. EMA will have the unique ability to identify key.	ja provinska se	\$39,140.00	\$39,140.00
	emerging issues an like to request a wa functionality. Pricing	d react in real time. As part of this engagement, wo'd liver to 508 compliance per our SaaS software unique g contains; 2 Full users 10 Dashboard users 1 year of ionitors (individual queries) Standard onboarding with			

Line Item(s) Option 1

Period of Performance:

09/30/2015 - 09/29/2016

	((
ltem No.	Description	Qty	Unit Price	Ext. Price
001	Requested Specification:See statement of work		\$37,595.00	\$37,595.00
	delivering deep insights through social mode to SEMA on public opinion			
Price Summ	արտեղությունը հայտարած է անչարդությունը է որոշությունը հայտարակությունը է հետությունը հայտարածությունը։ Առաջությունը հայտարած է հետությունը հայտարածությունը հետությունը հետությունը հետությունը հետությունը հետությունը		na ana amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny f Ny faritr'o amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin' Ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona amin'ny fivondrona ami	\$27 605 NA

Line Item(s) Option 2

Period of	Performance:	09/30/2016 - 09/29/2017			
ltem No.	Description		Qty	Unit Price	Ext. Price
001 Príce Sum	Seller Bid Specifica delivering deep Insi Through Forsight, F emerging issues an	alion See statement of work Ion Crimson Hexagon's Forsight-platform is ghts through social media to FEMA on public EMA will have the unique ability to identify k d react in real time. As part of this engagem iver to 508 compliance per our SaaS softwar	: oplnion. ey ant, we'd	\$37,595.00	\$37,595.00 \$37,595.00
Total Pr	ce Summary				

Total Price

\$114,330.00

ACTIVITYCARD

There is no alert activity



Buy #666674_04 as of 09/24/2014 07:48:56 EST_

ActivityCard Information

Seller Summary				
Seller	Member Since	Total Awards	Total Award Value	Alerts
CRIMSON HEXAGON, INC. [DUNS: 021711123]	Sep-14	0	\$ 0.00	0

Buyer Activity	a an			
Buyer Organization	Bidding Since	Total Awards	Value	Alerts
There is no agency activity.				

Alert Acti	VI ty (Performance Aler	is within the la	st (Bimonths)			
Buy #	Solicitation #	Bid #	Alert Date	Buyer Organization	Buyer Rep	

CRIMSON HEXAGON Proposal to FEMA

Thank you for the opportunity to submit a proposal for FEMA to use the Crimson Hexagon ForSight platform. Based on the description of your requirements, we have outlined our suggested configuration below that will enable FEMA and its divisions to analyze and track key conversations on social media around all relevant issues and FEMA.

Please find the attached capabilities overview for understanding the visualizations and platform capabilities at a detailed level. We also welcome a conversation with FEMA to showcase how the platform can be leveraged generally as well as in the recent past by FEMA.

Subscription Licensing

Our license configurations are based upon individual Users as well as the number of monitors on each dashboard at any given time. We provide the following when purchasing a license to the ForSight platform:

- Historical data access (up to 6 years)
- No limits on or additional charges for the number of keywords or volume of mentions
- No limit on which keywords, topics, handles etc. that you can track

The definition of each User type and Monitors is outline below:

- Build User: Build Users will have complete access to the ForSight[™] platform (allowing them to create, edit, export, set up alerts, create reports and view monitor results).
- **Dashboard Users**: Dashboard Users have the ability to filter and query within an existing analysis, set up alerts, use our report builder and export visualizations.
- Monitors: The Monitor count is based on the total number on a dashboard at a given time (i.e. deleting an old Monitor and creating a new one will count as one total Monitor, not two).

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Proposed Configuration

The proposed pricing is based on an estimated configuration as follows:

2 Full users

10 Dashboard (read) users

1 year of historical data

25 monitors

Standard onboarding and coaching (5 coaching sessions)

Crimson Hexagon Training, Onboarding, and Support

Crimson Hexagon software licenses include a range of services designed to train, support, and advise Full Users and Read Users of the ForSight[™] platform in the strategic application of social media analysis to their specific business context. These services include:

Training and Onboarding

The training and onboarding process covers the first 8 – 12 weeks of platform use and is designed to ensure that all Full Users have a firm grounding in the basic use of the ForSight[™] platform and that all Read Users receive adequate training to successfully interpret the results they see in the platform. The training process is customized to meet the client's needs. For FEMA, the training package scoped above will include the following:

- Unlimited access to Basic Webex Training Workshops, outlining:
 - Basic operation of the ForSight[™] platform, focused on examples of relevance to the client
 - Suggested best practices for successful monitor building and report creation
 - Crimson Hexagon's unique approach to data analysis and the technology that powers it
- Five personalized Webex Coaching Sessions, which may include:
 - o Advanced Keywords for effective keyword query building
 - o Advanced Insights for leveraging monitors in strategic reporting

- Access to a dedicated Customer Success Manager
- Unlimited access to the Crimson Community forums and the Crimson University online training resources
- Read-Users can participate in any of the training sessions with the Full Users

Designated Account Management Services

Each software license includes access to a dedicated Customer Success Manager who actively participates in the ongoing use of the Crimson Hexagon platform with each Build User. The Customer Success Manager provides:

- A continuous point of contact to all named users throughout the duration of the Crimson Hexagon engagement
- Strategic guidance in how to best apply the ForSight[™] platform to the client's specific business environment (typically in the form of regular calls)
- Insight into upcoming product enhancements and new features
- "Refresh" trainings on rarely used or newly relevant features of the platform
- Suggestions on how to best present / describe data from ForSight[™] to a broader audience

Application Support

In order to ensure efficient platform use and prompt answers to technical questions, Crimson Hexagon leverages a team approach to traditional "Tier 1" support. Each Full User has access to phone and email support during regular business hours (7 AM – 7 PM ET). Crimson Hexagon's Application Support Team provides technical support, with clear supervision and escalation channels to the Designated Customer Success Manager and technical experts.

The Application Support Team is the team that helps clients to use our product as effectively as possible. This includes technical support and more consultative advice/guidance. The Application Support Team is available to assist with:

- Boolean query structure
- Data interpretation
- Interface / workflow usage
- Monitor "proof reading" or other edits

While Customer Success Managers work on client relationships and help clients develop their social media strategies, the Application Support Team makes sure our clients can use our software with ease at the tactical and technical level. Clients can contact our team by emailing (b)(6) @crimsonheagon.com. In the near future, they will be able to get in touch with us directly from the "Help" page on Forsight. In addition, the Application Support Team collects product feedback to provide to the Product and Engineering Teams.

References:



APPENDIX A: CRIMSON HEXAGON ADVOCACY PROGRAM

At Crimson Hexagon, we are fortunate to work with many of the best marketers, market researchers, and analysts around. We work with companies, agencies, and consultancies that lead their industries in the areas of marketing strategy and market research. The Crimson Hexagon Advocacy Program provides a framework for us to work together with our fantastic clients and users to bring cutting-edge social media analysis strategies and stories to a wider audience.

We invite you to participate in the Advocacy Program as part of our newly established partnership. Take a look at some of the ways we can work together, and if you have questions, please do not hesitate to reach out to me directly or your main point of contact

(b)(6)

SVP Client Services ^{(b)(6)}@crimsonhexagon.com

Advocacy Program Activities

As part of the Advocacy Program, you and your organization will participate in a selection of these activities:

- Guest speaking at a meeting or conference
- Approve a press release to announce your company as a new CH client or partner

- Approve a quote from your organization in a press release about a milestone for Crimson Hexagon or other company news
- Pursue press coverage of joint research or a case study
- Present original material through a webinar with Crimson Hexagon
- Feature your company logo on Crimson Hexagon's website
- Publish a joint case study about a successful campaign or project
- Produce a video case study about a successful campaign or project
- Serve as a reference for a future Crimson Hexagon customer through an email or phone call
- · Serve as a reference for analyst research through a survey or phone call
- Review Crimson Hexagon's technology on G2Crowd or other public review site

Advocacy Program Benefits

Partnering with Crimson Hexagon for joint publicity and other advocacy activities has its rewards! This is a partial list of the benefits that you and your company may enjoy as a valued partner in the Crimson Hexagon Advocacy Program:

- Event speaking opportunities
- Panel presentation participation
- Press interviews and press features highlighting users and companies
- Attending product planning meetings in Boston, MA
- Beta access to new product features and products ahead of general release
- Video case studies about your work
- Participation on the Crimson Hexagon Customer Advisory Board
- Introductions to other companies in the Advocacy Program and others in our client and partner roster when mutually beneficial
- Last but not least: hoodies & CH swag sent your way now and again!

Crimson Hexagon ForSight® Terms and Conditions

THESE TERMS AND CONDITIONS, INCLUDING ANY EXHIBITS OR ADDENDA ATTACHED HERETO (THE "T&Cs"), TOGETHER WITH THE APPLICABLE ORDER FORM UNDER WHICH SERVICES ARE ORDERED GOVERNS CRIMSON HEXAGON'S PROVISION OF THOSE SERVICES AND CLIENT'S USE OF THOSE SERVICES.

1. DEFINITIONS

"Agreement" means all Order Form(s) entered into by Client and Crimson Hexagon together with these T&Cs.

"API" means the application programming interface for the ForSight Platform provided by Crimson Hexagon.

"Client" means the legal entity which enters into an Order Form with Crimson Hexagon subject to these T&Cs.

"Client Data" means all electronic data or information submitted by Client to the ForSight Platform.

"Consulting Services" means the consulting services which Crimson Hexagon provides to Client pursuant to an Order Form.

"Crimson Hexagon" means Crimson Hexagon, Inc.

"Deliverables" means reports, analyses or deliverables furnished by Crimson Hexagon in connection with the performance of Consulting Services, as specified in an Order Form, but does not include ForSight Reports or Summary Data included in such reports, analyses or deliverables.

"Documentation" means any specifications, user manuals, guides, and supporting materials, regardless of format, describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of the ForSight Platform and/or the API made available to Client by Crimson Hexagon under this Agreement.

"ForSight Reports" means the visual representation, in soft-or hard-copy form, of the Summary Data, such as reports, analyses, output or other materials, that are generated or produced by the ForSight Platform.

"ForSight Platform" means the online, Web-based software applications and platform currently known as Crimson Hexagon ForSight® and provided by Crimson Hexagon via https://forsight.crimsonhexagon.com and/or other designated websites that are ordered by Client under an Order Form.

"Internal Business Purposes" means the exercise of the license granted under Section 2.3 (Grant of License; Deliverables) by Client's employees, consultants, contractors and agents for internal business considerations and not for the benefit of any third party; <u>provided</u> that nothing shall prevent exercise of the license with Agency Customers as described in Section 2.2 (d); and <u>further</u> <u>provided</u> that Summary Data and ForSight Reports may be publicly displayed solely for the purpose of advertising and marketing of Client's business, products and/or services (subject to placement of applicable attribution and legal legends/notices of Crimson Hexagon).

"Klout Data" means any data Client receives from the ForSight Platform that is identified as being furnished by Klout, Inc., including any Klout Score.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs. "Monitor" means a statistical, comparative or proportional analysis of Raw Data generated by the ForSight Platform based on userprovided parameters and key word inputs, and includes opinion monitors and buzz monitors.

"Order Form" means the Crimson Hexagon ordering documents or agreements that incorporate by reference these T&Cs (including but not limited to any Crimson Hexagon ForSight® Order Form) and any terms and conditions, attachments, exhibits or addenda thereto, that are entered into in writing between Client and Crimson Hexagon from time to time.

"Raw Data" means discrete Weh posts (e.g. online content such as blogs, forum posts, etc.) collected by the ForSight Platform from publicly available sources found via the Internet to which Crimson Hexagon has access, including Twitter Data and Klout Data.

"Services" means (i) the Subscription and support services relating to the ForSight Platform and/or the API made available to Client under an Order Form, (ii) Consulting Services and (iii) any other related services or components provided by Crimson Hexagon.

"Summary Data" means the summary-level data generated or produced by the ForSight Platform, such as volume of Raw Data or proportions of Raw Data in Monitor category(ies), but excludes the individual Raw Data analyzed.

"Subscription" means a subscription license to the ForSight Platform for the stated term, subscription levels (e.g. number of Monitors or Users), and pricing terms set forth in the Order Form and these T&Cs.

"Twitter" means Twitter, Inc.

"Twitter Data" means any data Client receives from the ForSight Platform that is identified as being furnished by Twitter, including short-form real-time end user updates (i.e. Tweets), Tweet identification numbers, end user profile information, and any copies and modifications thereof.

"Users" means individual employees, consultants, contractors or agents of Client who are identified in writing to Crimson Hexagon by Client as persons authorized to use the ForSight Platform and who have been supplied user identifications and passwords by Crimson Hexagon. Users are categorized as follows: "Full Users" are authorized to build Monitors, view Monitors and make support requests to Crimson Hexagon; and "Read Users" are authorized to view Monitors, but may not build Monitors or make support requests to Crimson Hexagon.

2, SERVICES

2.1. Provision of Services. In consideration of the fees stated in the applicable Order Form, Crimson Hexagon shall make the Services available to Client pursuant to this Agreement during the Term stated in the applicable Order Form. Client agrees that its purchase(s) hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Crimson Hexagon regarding future functionality or features.

2.2. Subscriptions. Without limiting the generality of the foregoing, Subscription(s) purchased by Client pursuant to one or

more Order Form(s) shall be subject to the following additional terms and conditions:

- Subscription. In consideration of the Platform License fees stated in the applicable Order Form, Client shall have a Subscription to use the ForSight Platform as provided in Section 2.3 (Grant of License; Deliverables) and otherwise in accordance with the terms and conditions of this Agreement, including the right to enable and maintain, at any given time during the Subscription Term (as defined in Section 10.2), not more than the aggregate number of Monitors specified in the applicable Order Form (counting Monitors of all Users). Such Subscription shall permit only the number of Full Users specified in the applicable Order Form to build Monitors and only the number of all Users specified in the applicable Order Form to view Monitors. Client shall not permit use of User credentials by persons other than the individuals to whom such credentials were issued by Crimson Hexagon, and any such sharing of credentials shall be treated as use by multiple Users for purposes of the User limitations set forth in an Order Form. If Client wishes to transfer User rights, it shall so notify Crimson Hexagon.
- (b) <u>API License</u>. If an API license is elected in the applicable Order Form, the Subscription shall include the right to use the API as provided in Section 2.3 (Grant of License; Deliverables) and otherwise in accordance with the terms and conditions of this Agreement. Crimson Hexagon may modify the API or any of the benefits and/or features provided in connection with Client's use of the API at any time, and shall inform Client of any such modification in advance. The use of the API, including the number of API calls permitted to be made during any given period, may be subject to limitations as determined from time to time by Crimson Hexagon. Except as otherwise provided herein, Client shall be responsible for its use of the API and any applications developed through the use of the API.
- (c) <u>Training and Support Services</u>. Crimson Hexagon offers three levels of training (Gold, Silver and Standard), which are described in the Documentation. Training is required for all new clients and the Order Form sets forth the level of training Client has selected. In consideration of the Training Fee specified in the Order Form, Crimson Hexagon shall provide the specified training for Users at the commencement of the Initial Term and thereafter as specified in the Documentation. Following the completion of training services, Crimson Hexagon will use commercially reasonable efforts to respond to support requests from Full Users communicated via email or telephone as directed by Crimson Hexagon.
- (d) <u>Agency Clients</u>. If Client is a public relations and/or advertising agency or is in a similar line of business which utilizes the ForSight Platform in support of its customers ("Agency Customers"), Client shall be permitted, as part of its Internal Business Purposes, to exercise the ForSight Platform license granted herein for the benefit of its Agency Customers (including the right to permit Read User access, but not Full User access, to individual employees, consultants, contractors or agents of its Agency Customers); provided that under no circumstances shall payment to Crimson Hexagon be withheld or delayed due

to any Agency Customer's failure to make timely payment to Client.

2.3. Grant of License; Deliverables.

- (a) Subject to the terms and conditions of this Agreement (and expressly conditioned upon timely payment of all applicable fees therefor), Crimson Hexagon hereby grants to Client; (i) a non-exclusive, non-transferable, nonsublicensable, limited term license, during the Subscription Term, for Users designated by Client to use the ForSight Platform, in object code form only, on a remote access basis via the Internet solely for Client's Internal Business Purposes and to use related Documentation solely in support of such use; and (ii) a non-exclusive, nontransferable, non-sublicensable, perpetual, fully paid-up, non-royalty-bearing license to use, copy, create derivatives based on, and display the Summary Data, and use, copy, create derivatives based on, display and modify the appearance of the ForSight Reports, in each such case, solely for Client's Internal Business Purposes.
- (b) If an API license is elected in the applicable Order Form, then subject to the terms and conditions of this Agreement (and expressly conditioned upon timely payment of all applicable fees therefor), Crimson Hexagon hereby grants Client a non-exclusive, non-transferable, nonsublicensable, limited term license, during the Subscription -Term, to use the API to enable streaming and display of the Summary Data and incorporation of Summary Data into reports, summaries, software-based dashboard displays or similar materials, in each such case, solely for Client's Internal Business Purposes and to use related Documentation solely in support of such use.
- (c) If Crimson Hexagon provides Deliverables to Client in connection with any Consulting Services, then subject to the terms and conditions of this Agreement (and expressly conditioned upon timely payment of all applicable fees therefor). Crimson Hexagon hereby assigns to Client any and all right, title and interest, including without limitation copyrights, trade secrets, and proprietary rights, in and to the Deliverables, which shall be deemed to be "works made for hire" under federal copyright laws. Notwithstanding the foregoing, to the extent the Deliverables include components, code, designs, templates, processes, tools or methodologies owned or developed by Crimson Hexagon prior to or independently from the Consulting Services ("Pre-Existing Materials"), Crimson Hexagon shall retain all rights to the Pre-Existing Materials, including any modifications or improvements to the Pre-Existing Materials made during or as a result of Consulting Services. To the extent that any Pre-Existing Materials are included in any Deliverables, then subject to the terms and conditions of this Agreement, Crimson Hexagon hereby grants Client an irrevocable, non-exclusive, nontransferable, non-sublicensable, perpetual, fully paid-up, non-royalty-bearing license to use, copy, display, modify, and create derivative works of such Pre-Existing Materials solely for Client's Internal Business Purposes; provided Client does not remove any copyright, patent, trademark, attribution or other notices. The foregoing license shall exclude rights to Deliverables that constitute modifications or enhancements to the ForSight Platform or the API,

which shall be licensed to Client as set forth in paragraph (a) or (b), as applicable, above.

(d) Notwithstanding any provision to the contrary in this Agreement, the ForSight Platform, API, Documentation, Pre-Existing Materials, ForSight Reports and Summary Data are licensed, not sold, to Client as provided above. Client acknowledges and agrees that Crimson Hexagon may monitor the use of the ForSight Platform and API in order to confirm compliance with this Agreement.

2.4. Similar Results. Nothing in this Agreement shall preclude Crimson Hexagon from developing for itself, or for third parties, materials and/or deliverables which are similar to or competitive with those provided hereunder to Client; <u>provided</u> that Crimson Hexagon does not breach the confidentiality provision of these T&Cs. Client acknowledges that ForSight Reports or Monitors that are similar or identical to those produced for or by Client hereunder may be generated or produced by the ForSight Platform by others if Monitors are initiated within the relevant time period utilizing similar or identical parameters, and the sale or licensing of such materials by Crimson Hexagon shall not constitute a breach of this Agreement.

3. RESPONSIBILITIES

3.1 Crimson Hexagon Responsibilities. Crimson Hexagon shall use commercially reasonable efforts to make the ForSight Platform available 24 hours a day, 7 days a week, except for the performance of maintenance work necessitated from time-to-time which may involve server downtimes, and any unavailability caused by circumstances beyond its reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, equipment failure, or failures or delays by Internet or network service providers, data centers, or other suppliers or vendors. Crimson Hexagon shall provide Consulting Services in accordance with good professional practice.

3.2, Client Responsibilities. Client shall: (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired Client Data, and (iii) use the Services, ForSight Platform, API, Documentation, Deliverables, ForSight Reports, Summary Data and Raw Data only in accordance with applicable laws and government regulations. Client shall not submit to the ForSight Platform or otherwise transmit to Crimson Hexagon any Client Data containing personally identifiable information or any protected healthcare information, consumer financial data or credit card information. Client shall not: (a) make the ForSight Platform, API or Documentation available to anyone other than Users, (b) sell, resell, rent, lease, distribute, publicly display or otherwise exploit the ForSight Platform (or the ForSight Reports or Summary Data), API or Documentation unless specifically authorized herein or by Crimson Hexagon in writing, (c) use the ForSight Platform (or the ForSight Reports or Summary Data) as part of a service that connects advertisers to websites that want to host advertisements (d) use the ForSight Platform to store or transmit Malicious Code, infringing, libelous, or otherwise unlawful or tortious material, or other material in violation of third-party privacy rights, (e) interfere with or disrupt the integrity or performance of the ForSight Platform or third-party data contained therein, (f) make calls to the API in excess of rates published by Crimson Hexagon, (g) attempt to gain unauthorized access to the ForSight Platform, API or related systems or networks, or (h) access

the ForSight Platform or API for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.3. Consulting Services. Crimson Hexagon shall perform the Consulting Services and furnish the Deliverables described in applicable Order Form. In order to ensure the efficient and timely completion of the Consulting Services and as a condition thereof, Client agrees to: (i) provide timely access to all staff that reasonably needs to be consulted; (ii) designate a single point of contact and sponsor to work with Crimson Hexagon to resolve all project issues under this engagement; (iii) provide the information, materials or other support specified in the applicable Order Form; and (iv) otherwise assume and discharge its responsibilities as indicated in the applicable Order Form, and shall be responsible for any delays and costs resulting from its failure to do so. The parties shall use commercially reasonable efforts to abide by the projected timetable for performance set forth in the applicable Order Form, if any.

4. FEES AND PAYMENT TERMS

4.1. Fees. In consideration of the Services to be provided by Crimson Hexagon as specified in the applicable Order Form, Client shall pay all fees specified in therein in accordance with the payment terms provided in this Agreement. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on Services purchased, (iii) payment obligations are non-cancelable and fees paid are nonrefundable, and (iv) the Subscription levels (e.g. number of Monitors or Users) purchased may be increased for an additional fee but may not be decreased for a refund or reduction in fees during the relevant Subscription Term stated on the Order Form.

4.2. Invoicing and Payment. Crimson Hexagon will invoice Client as provided in the relevant Order Form, with the first invoice for a Subscription to be issued upon execution of the Order Form. Unless otherwise stated in the Order Form, all validly issued invoices are due and payable within thirty (30) days after receipt thereof by check, wire transfer or other form of electronic payment customarily accepted by Crimson Hexagon. Client is responsible for maintaining complete and accurate billing and contact information with Crimson Hexagon.

4.3. Overdue Charges. If any fees or charges under any Order Forms are not received from Client by the due date, then at Crimson Hexagon's discretion, (a) such amounts may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; (b) Client shall pay on demand all out-of-pocket costs (including attorney fees) reasonably incurred by Crimson Hexagon to collect such fees or charges; and/or (c) Crimson Hexagon may condition future term renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4. Suspension of Services. If any amount owing by Client under this Agreement is fifteen (15) or more days overdue, Crimson Hexagon may, without limiting its other rights and remedies, suspend Services to Client until such amounts are paid in full.

4.5. Payment Disputes. Crimson Hexagon shall not exercise its rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Services) if the applicable charges are under reasonable and goodfaith dispute and Client is cooperating diligently to resolve the dispute.

4.6. Taxes. Unless otherwise stated, Crimson Hexagon's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchases hereunder. If Crimson Hexagon has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Crimson Hexagon with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Crimson Hexagon is solely responsible for taxes assessable against it based on its income, property and employees.

4.7. Travel Expenses. Client will be responsible for all reasonable travel and living expenses incurred by Crimson Hexagon personnel in providing Services, provided that such expenses are either approved in advance by Client or specified in an Order Form.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Crimson Hexagon reserves all right, title and interest in and to the Services, ForSight Platform, API, Documentation, Pre-Existing Materials, ForSight Reports and Summary Data, including all related intellectual property rights. No rights are granted to Client thereto other than as expressly set forth herein.

5.2. General Restrictions. Client shall not (i) create derivative works based on the ForSight Platform, (ii) copy, frame or mirror any part or content of the ForSight Platform or ForSight Reports, other than copying or framing ForSight Reports on Client's own intranets or otherwise for Client's Internal Business Purposes, (iii) modify, decompile, disassemble, reverse engineer, translate or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure or organizational form of the ForSight Platform, (iv) remove or alter any proprietary notices or marks on the ForSight Platform, API, ForSight Reports, Summary Data or Raw Data, or (v) access the ForSight Platform or API in order to build a competitive product or service or copy any features, functions or graphies of the ForSight Platform.

5.3. Restrictions on Use of Klout Data. Client agrees that it will not (and will not allow any third party to): (x) use any Klout Data (in aggregate form or otherwise) in connection with any online advertising network, advertising exchange, or data broker, even if the subject of such Klout Data consents to such use; (y) use any Klout Data for targeting ads to users, nor provide it in any cookies, pixels, or other common online advertising technologies; or (z) except as expressly authorized under this Agreement, copy, disclose, rent, lease, sell, transfer, distribute, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any Klout Data.

5.4. Restrictions on Use of Twitter Data. Client agrees that it will not (and will not allow any third party to) create derivative works of Twitter Data. In accessing and using Twitter Data, Client shall, and shall require its Users to, comply with the Twitter privacy policy located at http://twitter.com/privacy ("Privacy Policy"), the Twitter Terms of Service located at http://twitter.com/tos ("Twitter TOS") and the Twitter Rules located at http://twitter.com/rules ("Twitter Rules"). Any public display of Twitter Data shall be called directly from the Twitter public API located at https://dev.twitter.com/docs/streaming-apis/streams/public ("Public API") and displayed as set forth at https://dev.twitter.com/docs/cmbcddcd-tweets ("Embed

Suidelines") Crimson Hexagon may immediately terminate Client's access to and continued retention of Twitter Content in the event that Client or any of its Users is (a) not in compliance with the Twitter TOS, Twitter Rules, Privacy Policy or the Embed Guidelines, or (b) using the Twitter Content in a manner that is otherwise harmful to the Content, Twitter or Twitter's users.

5.5. Ownership of Data. As between Crimson Hexagon and Client, Client exclusively owns all right, title and interest in and to the Client Data (other than words or phrases in common use that are not otherwise protected by applicable laws) as well as any Client created original works of authorship contained in derivative works based on the Summary Data or ForSight Reports, and Crimson Hexagon exclusively owns all rights, title and interest in and to all Summary Data. For the avoidance of doubt, online content (e.g. blogs, forum posts, etc.) created by third parties that are collected by the ForSight Platform, including the Raw Data, shall be owned by the original author or source site, as applicable, and no rights to such content are granted to Client under this Agreement. Nothing contained herein grants Client any ownership rights in the Summary Data or ForSight Reports.

ANY DATA CLIENT ENTERS INTO THE FORSIGHT PLATFORM, AND ANY CUSTOMIZATIONS MADE TO THE FORSIGHT PLATFORM BY OR FOR CLIENT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE SUBSCRIPTION TO THE FORSIGHT PLATFORM.

5.6. Suggestions. Crimson Hexagon may, without restriction, use, reproduce, copy, sell, license, distribute, publicly display or perform, make derivative works of, incorporate into the Services, or otherwise exploit any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the operation of the Services, including features, functionality and user interface.

5.7. Attribution. All soft- or hard-copies of reports, analyses, output or other materials or information generated or produced by the ForSight Platform or Deliverables containing the results of any Monitor shall include the following attribution to Crimson Hexagon: "Source: Crimson Hexagon."

6. CONFIDENTIALITY

6,1, Definition of Confidential Information. As used herein. "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client's Confidential Information shall include non-public Client Data and Deliverables (other than Pre-Existing Materials); Crimson Hexagon's Confidential Information shall include non-public information regarding the ForSight Platform, the API, Documentation, Pre-Existing Materials, product feedback and commercial terms of Order Forms; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the

Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its current or future employees, directors, advisors, contractors, agents, licensors, investors and business associates on a need-to-know basis under contractual, fiduciary or ethical obligations to protect such Confidential Information as required hereunder.

6.3. Protection of Client Data. Without limiting the above, Crimson Hexagon shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Crimson Hexagon shall not (a) disclose Client Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by Client, or (b) access Client Data except to provide the Services or prevent or address service or technical problems, or at Client's request in connection with customer support matters. CRIMSON HEXAGON SHALL NOT BE RESPONSIBLE FOR THE STORAGE, TRANSMISSION, MISUSE OR LOSS OF PERSONALLY IDENTIFIABLE INFORMATION OR ANY PROTECTED HEALTHCARE INFORMATION, CONSUMER FINANCIAL DATA OR CREDIT CARD INFORMATION SUBMITTED TO THE FORSIGHT PLATFORM OR TRANSMITTED BY CLIENT TO CRIMSON HEXAGON IN BREACH OF THE PROVISIONS OF SECTION 3.2 OR OTHERWISE.

6.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, <u>provided</u> the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6.5. Publicity. All media releases, public announcements and public disclosures by either party or its employees or agents relating to this Agreement or its subject matter that explicitly reference the other party, including, without limitation, promotional or marketing material, but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting, or regulatory requirements, shall be coordinated with and approved by the other party in writing prior to the release thereof. Notwithstanding the above, each party agrees that the other may disclose, without approval, the existence of a contractual relationship between the parties and may include the party's name

and logo on lists of parties with whom the other party is conducting business.

7. WARRANTIES AND DISCLAIMERS

7.1. Crimson Hexagon Warranties. Crimson Hexagon represents and warrants that (i) it has the legal power to enter into this Agreement; and (ii) during the Subscription Term for which payment was received by Crimson Hexagon, the functionality of the ForSight Platform will not be materially decreased (other than temporary loss of functionality due to maintenance work), <u>provided</u> that Client's exclusive remedy for a breach of such warranty shall be as provided in Section 10.3 (Termination).

7.2. Client Warranties. Client represents and warrants that (i) it has the legal power to enter into this Agreement; and (ii) it has the lawful right to store and transmit the Client Data into the ForSight Platform.

7.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION

8.1. Indemnification by Crimson Hexagon. Crimson Hexagon shall defend Client against any claim, demand, suit, or proceeding ("Claim") made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party ("Infringement Claim"), and shall indomnify Client for any damages finally awarded against, or amounts payable in settlement by, Client in connection with any such Claim; provided that Client (a) promptly gives Crimson Hexagon written notice of the Claim; (b) gives Crimson Hexagon sole control of the defense and settlement of the Claim (provided that Crimson Hexagon may not settle any Claim unless the settlement unconditionally releases Client of all liability); and (c) provides to Crimson Hexagon all reasonable assistance, with out-of-pocket costs to be borne by Crimson Hexagon. If the Services under any Order Form or any part thereof become, or in Crimson Hexagon's opinion are likely to become, the subject of a valid Infringement Claim, Crimson Hexagon shall have the right, at its option and expense, either to obtain a license permitting the continued use of the affected Services or such part, to replace or modify it so that it becomes noninfringing, or to terminate the applicable Order Form, in which case Crimson Hexagon shall refund to Client any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Crimson Hexagon shall have no liability hereunder with respect to any Infringement Claim based upon (i) the combination of the Services, the ForSight Platform, the API or the Deliverables with other products or services not furnished by Crimson Hexagon, (ii) any addition to or modification of the Services, the ForSight Platform, the API or the Deliverables by any person or entity other than Crimson Hexagon, or (iii) the Client's use of the Services, the ForSight Platform, the API, the Deliverables, ForSight Reports, Summary Data or third-party content (including Raw Data) in violation of this Agreement or applicable laws.

8.2. Indemnification by Client. Client shall defend Crimson Hexagon against any Claim made or brought against Crimson Hexagon by a third party alleging that Client Data, or Client's use of the Services, the ForSight Platform, the API, the Deliverables, ForSight Reports, Summary Data or third-party content (including Raw Data) in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Crimson Hexagon for any damages finally awarded against, or amounts paid in settlement by, Crimson Hexagon in connection with any such Claim; provided that Crimson Hexagon (a) promptly gives Client written notice of the Claim; (b) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally releases Crimson Hexagon of all liability); and (c) provides to Client all reasonable assistance, with out-of-pocket costs to be borne by Client.

8.3. Exclusive Remedy. This Section 8 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT TERMS).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CRIMSON HEXAGON IS NOT LIABLE FOR, AND HEREBY EXPRESSLY DISCLAIMS ANY LIABILITIES FOR, THE CONSEQUENCES OF CLIENT'S BUSINESS DECISIONS OR CLIENT'S ACTIONS OR INACTIONS MADE IN RELIANCE ON THE SERVICES.

9.3. Exceptions. The limitation of liability and exclusion of damages set forth in Sections 9.1 and 9.2 above shall not apply with respect to any breach of Sections 2.3, 3.2, 5 or 6.

10. TERM AND TERMINATION

10.1. Term of Agreement. The term of this Agreement shall be coterminous with related Order Form(s) ("Term").

10.2. Subscription Term. The term of a Subscription (a "Subscription Term") shall commence on the Subscription Start Date specified in the applicable Order Form and continue for the term specified therein ("Initial Term"), and will renew

automatically for successive Subscription Term(s) of equal duration ("Renewal Term(s)") unless terminated by either party by written notice given at least thirty (30) days prior to the end of the then current Subscription Term. Crimson Hexagon will provide Client with notice of the date on which the Initial Term and any Renewal Term will expire approximately 60 (sixty) days prior to such date.

10.3. Termination. A party may terminate this Agreement and/or the applicable Order Form for cause: (i) upon 30 days written notice to the other party of a material breach of this Agreement or such Order Form by such other party if such breach remains uncured at the expiration of such period, or (ii) 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 (which, if commenced involuntarily, is not dismissed within sixty (60) days).

10.4. Payment upon Termination. Upon termination of this Agreement and/or any Order Form for cause by Crimson Hexagon, all fees that would otherwise be payable during the then current Term of the applicable Order Form(s) (excluding fees for Ancillary Services yet to be performed) shall be immediately due and payable. In no event shall any termination relieve Client of the obligation to pay any fees payable to Crimson Hexagon for Services rendered during the period prior to the effective date of termination. In the case of termination of any Consulting Services, Client shall compensate Crimson Hexagon for all third party software, hardware, and/or subcontracting costs incurred or committed to, and there will be no refund of any prepaid fees.

10.5. Surviving Provisions. Section 4 (Fees and Payment Terms), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Payment upon Termination) and 11 (General Provisions) shall survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

11.1. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, and any disputes arising out of or in connection with this Agreement, if not settled by mutual agreement, shall be resolved in a state or federal court of appropriate subject matter jurisdiction located in Boston, Massachusetts. Each party agrees to such governing law without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of such courts. Crimson Hexagon and Client agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any transaction between the parties in connection with this Agreement.

11.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the fifth (5^{th}) business day after mailing by certified or registered mail, postage and charges prepaid, return receipt requested, (iii) two (2) business days after being sent by overnight delivery providing receipt of delivery, or (iv) the first business day after sending by confirmed facsimile. Notices to Client shall be addressed to the contact designated by Client in the applicable Order Form(s) or such other contact designated by Client in writing to Crimson Hexagon. Notices to Crimson Hexagon shall be addressed to;

Crimson Hexagon, Inc. 155 Seaport Blvd, 3rd Floor Boston, MA 02210

Fax: (b)(6) Attn: Finance

11.3. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Client shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

11.4. Federal Government End Use Provisions. Crimson Hexagon provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227,7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Crimson Hexagon to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.5. Non-Solicitation. During the Term and for a period of one (1) year following termination of this Agreement and all Order Forms, Client will not offer employment to, or employ, any Crimson Hexagon personnel unless otherwise agreed to by Crimson Hexagon in writing.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

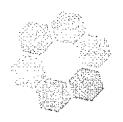
11.7. No Third-Party Beneficiaries. Except for licensors of Crimson Hexagon (including Twitter) who shall be deemed third-party beneficiaries under this Agreement, there are no third-party beneficiaries to this Agreement.

11.8. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. 11.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Client specifically agrees that the delivery of Services under each Order Form, and such transactions as may be contemplated under any other agreement between the parties, shall be the separate and distinct obligations of Crimson Hexagon, and that Crimson Hexagon's liability under each such instrument shall be limited as provided therein, several and not joint, and not added to or aggregated with Crimson Hexagon's liability under any other agreement or instrument between the parties (except as provided in Section 9.1 above).

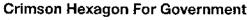
11.10. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (together with all Order Forms), without consent of the other party, to its successor-ininterest in connection with a merger, consolidation, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination by Client (as the non-assigning party), Crimson Hexagon shall refund to Client any prepaid fees covering the remainder of the Term of all Subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.11. Entire Agreement. These T&Cs and the applicable Order Forms (and related agreements referenced therein) relating to the Services provided or to be provided by Crimson Hexagon, constitute the entire agreement between the parties relating to such Services and supersede all prior and contemporaneous agreements, proposals, price sheets or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these T&Cs and any Order Form, the terms of such Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Client's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Crimson Hexagon ForSightTM Capabilities



SUMMARY CRIMSON HEXAGON



Crimson Hexagon is unique in that we entered the market place in 2008 as the recognized leader of deep consumer insights from social media data. Over the past years, we have focused on aggressively innovating and building out an all purpose listening/monitoring platform to serve government to support various needs: research, planning, monitoring, responding and proving ROI. Our platform aids brands delivering insights through social media data by leveraging a selection of modules: Social Account Monitors, Buzz Monitors, Opinion Monitors and Segments.

Social Account Monitor

Monitors "owned" metrics without needing to have login credentials. Currently includes Facebook Pages, and Twitter accounts.

•Differentiator: Ability to analyze any account performance historically without iogin credentials

•Differentiator: Provides qualitative analysis of Engaged Posts as well as Sentiment

•Differentiator: Provides an index of user affinities.

Buzz Monitor

Exploratory monitoring tool that examines earned conversation and offers trend detection, automated sentiment and psychographics. Includes access to every source.

•Differentiator: Proprietary algorithm to detect trends (keywords or phrases) over time. Can be as granular as hourly trends.

•Differentiator: Auto-sentiment includes 500k corrections for sarcasm and false positives (i.e. "This storm is crazy!"). Accuracy approx. 85%.

•Differentiator: Instantaneous access to years of historical data in minutes

Opinion Monitor

Deep Dive listening tool that examines earned conversation and offers the ability to quantify any category a human can recognize. Each category only needs 10 examples to be learned.

•Differentiator: Proprietary machine-learning algorithm to detect categories like "intent to purchase" or "love the ad". Ability to correlate those categories together to show ROI. Accuracy is 92% accurate as correlated to human hand coding.

•Differentiator: Ability to train "Spam" or "Irrelevant" conversation in the same manner. Thus speeding up analysis time and providing high-quality, accurate data.

•Differentiator: Categorical breakdown can be examined day by day and can be explored by category, as well as additionally filtered (gender etc.)



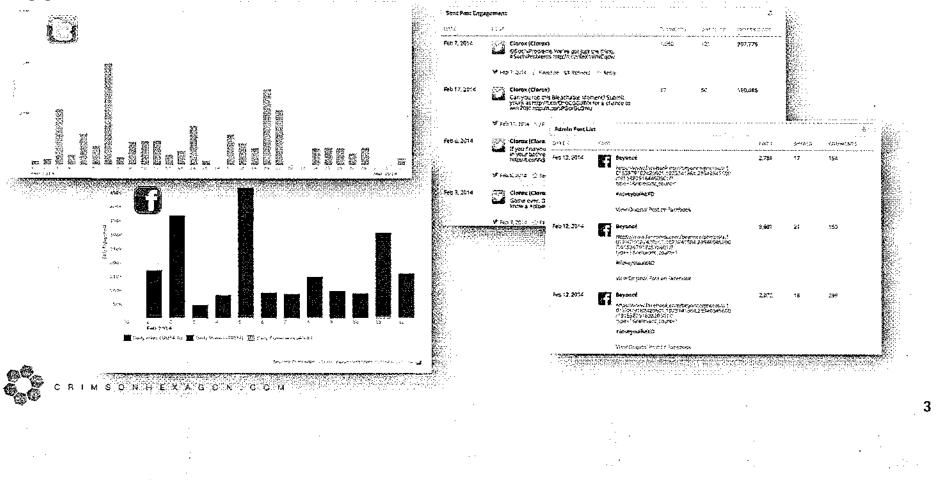


IMPRESSIONS & BEST PERFORMING POSTS



OWNED MEDIA ANALYSIS

Crimson Hexagon's owned media analysis measures the volume of sent Tweets by a given Twitter handle, or posts by a Facebook administrator, (or consumer) and the engagement received on such posts. Users can quickly and easily identify top performing posts by filtering the charts shown below by various engagement metrics (retweets, replies, impressions, likes, shares, comments) and measure success of community engagement.



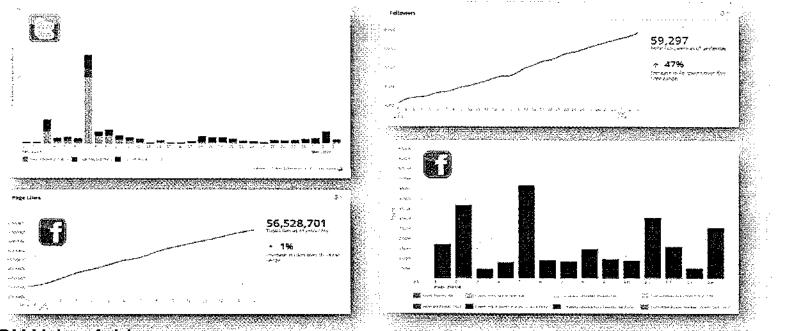
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ENGAGEMENT TRENDS & FAN GROWTH



OWNED MEDIA ANALYSIS

Other metrics within Crimson's owned media analysis measure total engagement over time, as well as fan and follower growth over time.





CH Value Add

Crimson Hexagon's owned analytics are not limited to our clients' owned properties. ForSight users have the ability to obtain these metrics for any Twitter handle or Facebook page. This means that clients can analyze owned metrics on their own properties, as well as those of their competitors.

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SENTIMENT & EXPLORATION

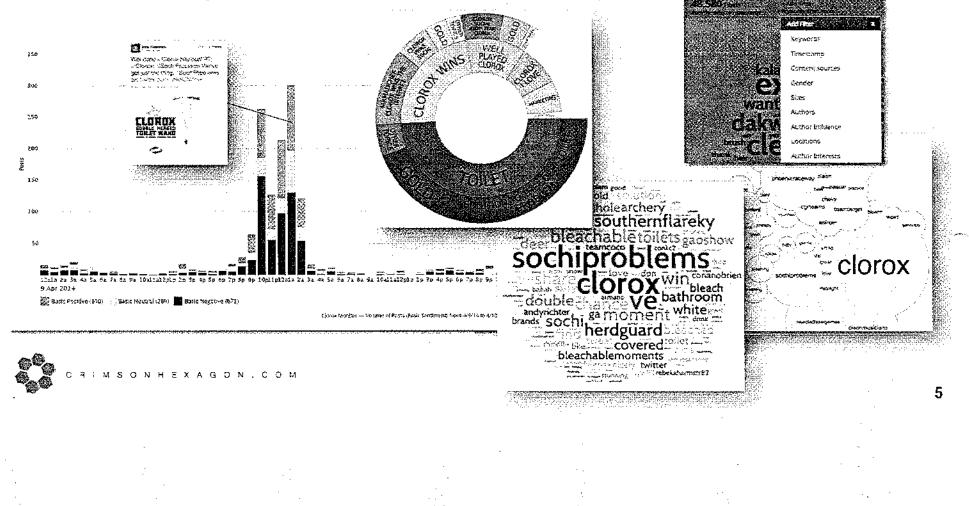


OWNED & EARNED MEDIA ANALYSIS



CH Value Add

In addition to being able to track simple engagement & impression metrics, Crimson Hexagon also provides hourly automated sentiment around any earned or owned conversation. Users can then dig into this sentiment and explore themes in the conversation through a variety of qualitative visuals and filter this data to obtain deeper insights.



COMPARISON METRICS

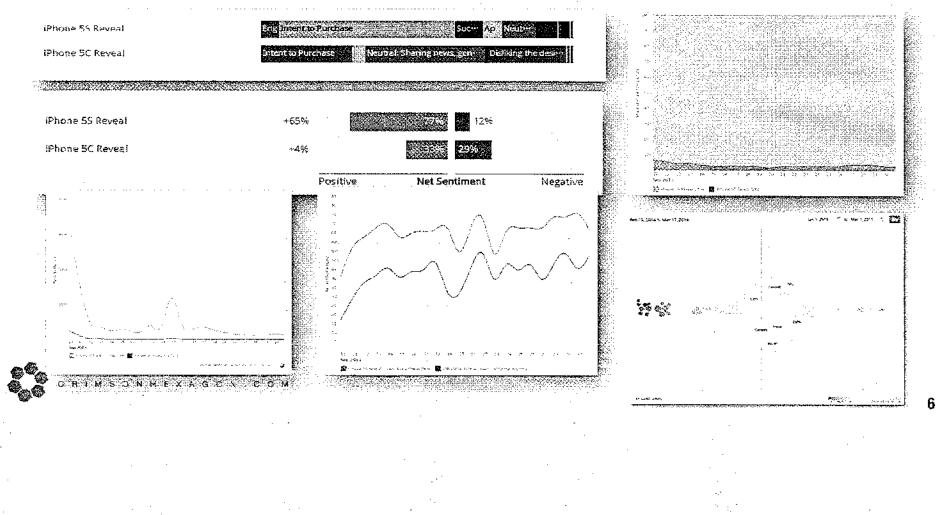


OWNED & EARNED MEDIA ANALYSIS



CH Value Add

ForSight's comparison metrics allow users to compare metrics from multiple analyses within one screen. Metrics include category comparison, category & volume trends, net sentiment, affinities and relevant share of voice.



AFFINITIES & DEMOGRAPHICS

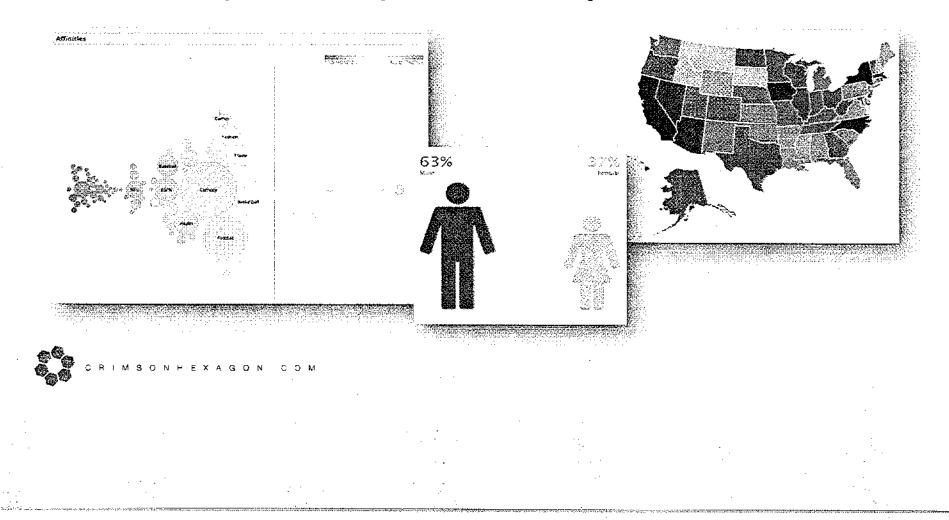


OWNED & EARNED MEDIA ANALYSIS



CH Value Add

Crimson Hexagon also offers its unique Affinities analysis on both owned and earned conversations. This type of analysis allows users to identify different interest groups among the authors talking about a given topic or mentioning a given Twitter handle. The Demographics tab within ForSight also tells us the location and gender of these authors.



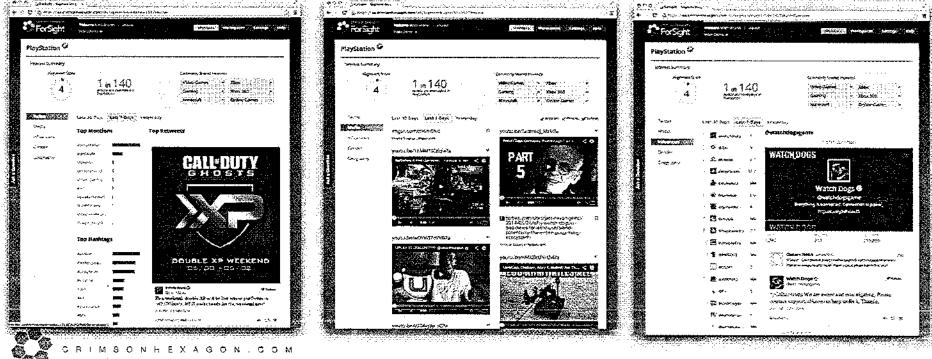
SEGMENTS

OWNED & EARNED MEDIA ANALYSIS



CH Value Add

Crimson Hexagon takes its unique Affinities analysis and measures the entire segment through the broader Twitter-verse. This type of analysis allows users to identify interest group influencers and what is trending in those interest groups via articles, videos, images and tweets. Demographics such as location and gender are also included.



INFLUENCERS & REACH



OWNED & EARNED MEDIA ANALYSIS

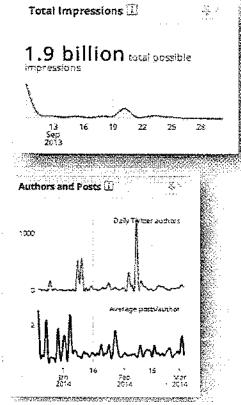


CH Value Add

The Authors tab within the ForSight platform provides users with information around who is engaging with a given Twitter handle, or who is talking about a given topic. Metrics include most influential authors, most prolific authors, daily posts per unique author, and total impressions.

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VOLUME & SOURCES

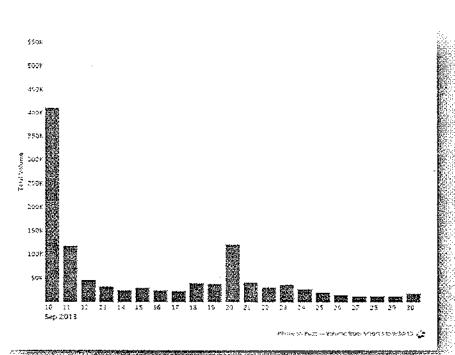


EARNED MEDIA ANALYSIS

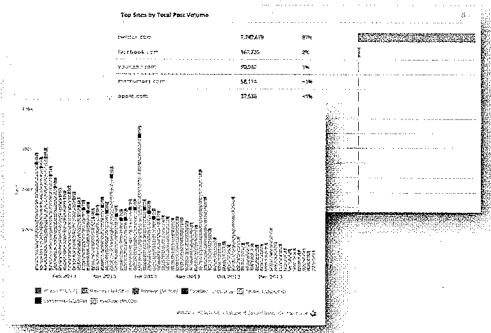


CH Value Add

ForSight users can also quickly and easily understand a variety of volume metrics around any topic. Volume trends can be broken down by month, week, day or even hour.



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ForSight also provides top sites by volume within a given conversation, as well as a breakdown by content source (including Instagram & Google+). So users can identify which social platforms, and which specific websites their audiences are talking on the most.

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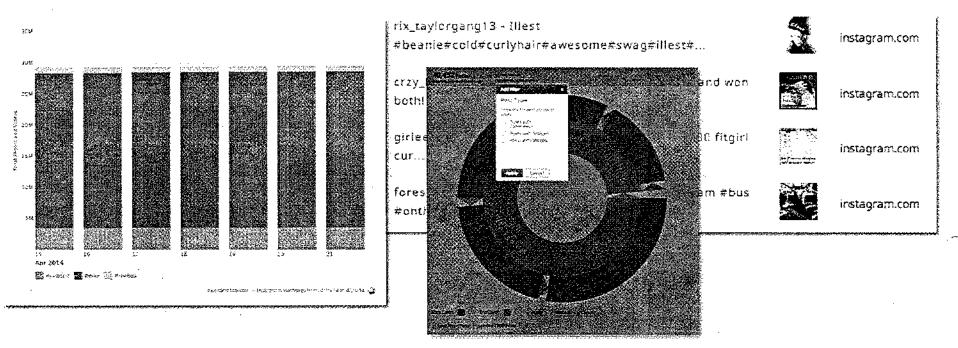
INSTAGRAM HASHTAG TRACKING





CH Value Add

ForSight users can measure Instagram hashtags and quickly understand a variety of volume, sentiment and qualitative metrics around any hashtag. Users can also sort by Post Type and view the photos within the platform.





TREND IDENTIFICATION

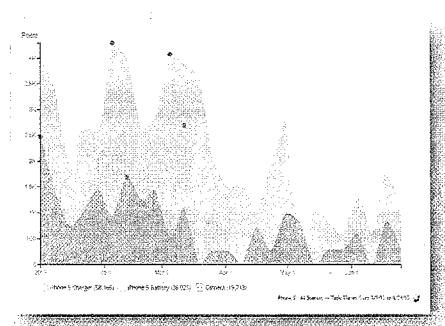


EARNED MEDIA ANALYSIS

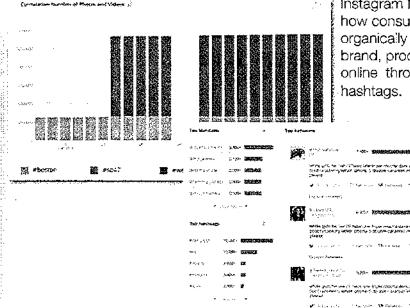


CH Value Add

Crimson Hexagon provides a variety of metrics and visuals that allow users to quickly and easily identify trends within any online conversation. Topic waves provides users with the most prominent themes in the conversations, and shows how these themes trend over time.



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Instagram Metrics shows how consumers are organically discussing any brand, product, or topic online through the use of hashtags.

The Twitter Metrics portion of the platform also shows how consumers are organically discussing any brand, product, or topic online with Top Mentions, Top Retweets, and Top Hashtags.

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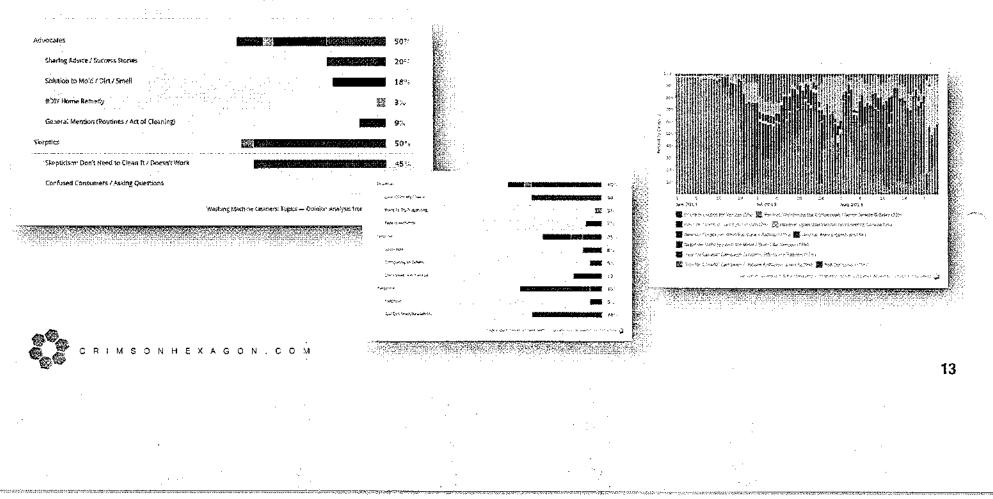
DEEP RESEARCH & INSIGHTS





CH Value Add

One of the largest differentiators within the entire ForSight platform is the Opinion Analysis tool, which relies on Crimson Hexagon's proprietary example-based statistical classification to automatically measure themes within any social media conversation and accurately excludes irrelevant/SPAM from results. This approach allows the user to establish the context for measurement, and then applies that context across vast amounts of content.



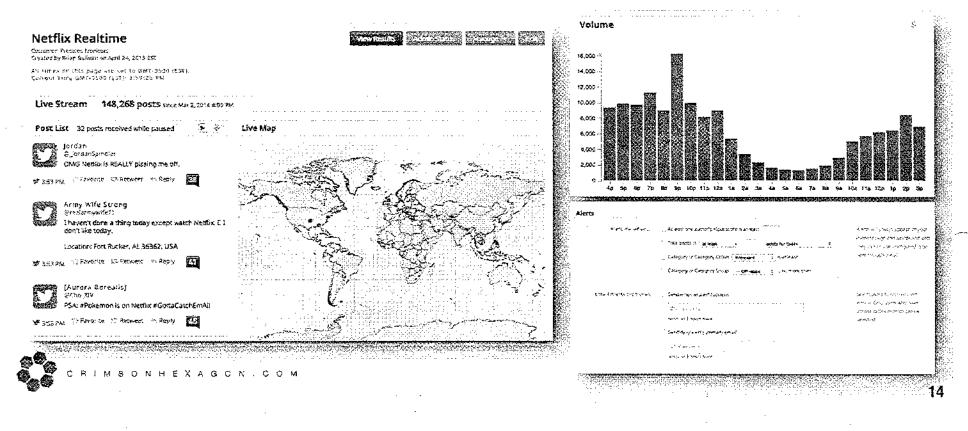


REAL TIME CAPABILITIES



CH Value Add

Crimson Hexagon's Live Stream capability allows users to track and manage conversations in real-time as they occur. Furthermore, a live map of the world shows where these posts are coming from in real time. For Sight also allows users to set up threshold based alerts to be notified when specific changes in a conversation occur.



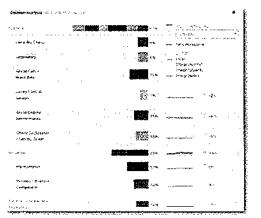


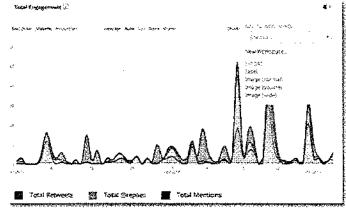
REPORTING WORKFLOW



CH Value Add

Crimson Hexagon's Workspace feature streamlines reporting workflow for brands by allowing them curate multiple visuals from multiple analyses into one dynamic reporting document. Users can pull any of the visuals previously shown in this deck into a workspace to tell a complete story. Once a workspace is created, the user can update the date range of the data for recurring reporting needs, include live-streaming posts and export them all seamlessly into Excel or PowerPoint with the push of a button.







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DYNAMIC DASHBOARDS



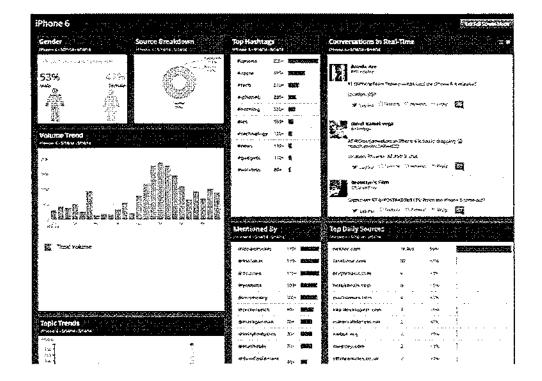
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LIVE WORKSPACES



CH Value Add

Crimson Hexagon's "Live Workspaces" allows organizations to share data with all levels of the company and create customized views to match with the stakeholders interested in the results. "Livestream" features allows the stakeholder to get a view on what's happening in the "Now", which the ability to customize visualizations allows you to tell a story through a command center view most relevant to the viewer.





INTEGRATIONS ENGAGEMENT PLATFORMS AND API



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CH Value Add

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Crimson Hexagon's engagement platform integration enable brands to fully leverage Crimson Hexagon's machine learning technology in real-time engagement. Intelligent data feeds streamline workflows and enable smarter engagement. Crimson Hexagon's API allows brands to overlay social data with other internal and external data sources, such as sales metrics, retail traffic or to get a full view on the value of online campaigns and interaction. Current integrations include Hootsuite and Spredfast, more to follow.

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CRIMSON HEXAGON

Crimson Hexagon, founded in 2007, is the leading provider of analysis software that delivers business intelligence from social media data for global corporations. Fast Company named Crimson Hexagon one of the Top 10 Most Innovative Companies on the Web. Powered by patented technology developed at Harvard University's Institute for Quantitative Social Science, the Crimson Hexagon ForSight[™] platform delivers the industry's most comprehensive Big Data analysis capabilities for a variety of large-scale data sources. Clients include leading global organizations such as: Microsoft, Paramount Pictures, Starbucks, Simon & Schuster, Twitter, The United Nations, and leading brands and PR firms like: Crispin Porter and Bogusky, Droga5, HUGE, and We Are Social. For more information go to: <u>http://www.crimsonhexagon.com</u>

For further information, please contact:



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Buy # 778031 10

Bid Details

CRIMSON HEXAGON, INC. [DUNS: 021711123] | Bid #560476101

Company Information

Seller Information

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Bid Description:	Crimson Hexagon Platform for FEMA	Sales Rep Name Address:	: <mark>(b)(6)</mark> 155 Seaport Blvd, Floor 3
Company Name:	CRIMSON HEXAGON, INC. [DUNS: 021711123]	City: State:	Boston
Address:	155 Seaport Blvd, Floor 3	Zip Code:	02210
City:	Boston	Phone:	(b)(6)
State:	MA	Fax:	
Zip Code:	02210	Email:	(b)(6) Ocrimsonhexagon.com
Phone:	6174011041		ernasiniekugon.com
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Cage Code:	75BH1		3
Tax ID:	261121589	Name:	Information not provided
FedBid Buy No:	778031_10	Phone Number:	Information not provided
Socio-Economic	Small Business	Email:	Information not provided

SAM Information

Classification:

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This information was obtained from the System for Award Management (SAM.gov) on 07/31/2018. Any due diligence required by any applicable parties, statutes or regulations should be used in accordance with FAR Subpart 42.15.

SAM Name:	CRIMSON HEXAGON, INC.
SAM DUNS:	021711123
Active Exclusion:	No
Registration Status:	Active
Expiration Date:	11/29/2018
Active Exclusion:	No
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✓ The vendor complies with all terms listed by the Buyer.

Contract

Contract No.:	Open Market	·····
Contract Owner:	N/A	
Contract Expiration Date:	N/A	
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Seller Attachment(s)

No.	Document Name	Document Size
001	crimson_hexagon_references_for_fema_5-2-16.pdf	96 KB
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Line Item(s) Base

Period of Performance: 02/15/2016 - 02/15/2017

Buy # 778031_10

Line Item(s) Base

ltem No.	Description	Qty	Unit Price	Ext. Price
001	Requested Specification: a)Full users (2 each NWC/OEA) Oversees all of new build users, across all the regions and has Email Support access b)10 Dashboard users c)50 monitors (25 each NWC/OEA)Individual queries, d)Dedicated Onboarding Coach and 6 Custom Coaching Sessions, topic/timing by choice. e)Unlimited build users throughout NWS/OEA so long as they share the same space in ForSight, includes 20 monitors. f)Unlimited access to our Public Training Webinars for all build users, and access to online user community. g)Unlimited historical data access	1	\$69,525.00	\$69,525.00
	Seller Line Item Details: Description: a)4 Full users (2 each NWC/OEA) Oversees all of new build users, across all the regions and has Email Support access b)50 Dashboard users, with the option to add unlimited additional Dashboard users (includes throughout NWS/OEA so long as they share the same space in ForSight) c) 50 monitors (25 each NWC/OEA)individual queries. d)Dedicated Onboarding Coach and 6 Custom Coaching Sessions, topic/timing by choice. f)Unlimited access to our Public Training Webinars for all build users, and access to online user community. g)Unlimited historical data access			
Price Sur	nmary: Base			\$69,525.00

Line Item(s) Option 1

Period of Performance: 09/02/2017 - 09/01/2018

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Buy # 778031_10

Line Item(s) Option 1

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ActivityCard[®] Information

Seller Summary							
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Buyer Activity							
Buyer Organization	Bidding Si	nce Tota	al Awards	Total Award Value			
DHS Federal Emergency Sep-14 Management Agency		2		\$ 253,380.00			
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any applicable policies, statutes or regulations.

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TACTICAL SUPPORT EQUIPMENT [DUNS: 014644624] | Bid #560478053

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