

**From:**

(b)(6); (b)(7)(C)

**Sent:**

Wed, 12 Jul 2023 11:46:18 -0400

**To:**

(b)(6); (b)(7)(C)

**Cc:**

(b)(6); (b)(7)(C) (PRO)

**Subject:**

Re: (b)(6); (b)(7)(C)

**Attachments:**

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Good Morning,

Thank you for the redlines. Please note that we have accepted all edits with the exception of Exhibit A. We have put Exhibit A back into the document in its entirety. Dataminr has a unique contractual relationship with Twitter, whereby we have real-time access to the full stream of all publicly available Tweets. As part of this contractual relationship, Twitter requires that Dataminr pass through certain Twitter terms to all end users. It is worth noting these Twitter terms are not unique to Dataminr and would apply to any vendor using Twitter. In addition, these are the same terms that already apply today to the USSS if the USSS uses Twitter or has a Twitter account.

In addition all of Dataminr's public sector customers today have agreed to these terms including dozens who are responsible for law enforcement whether at the local, state or federal level. If you have additional questions about these terms we would be happy to get on the phone and explain them further.

Thank you,

(b)(6); (b)(7)(C)

Senior Director, Government Contracts

2101 Wilson Blvd #1002  
Arlington, VA 22201

About Dataminr:  
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On Tue, Jul 11, 2023 at 12:11 PM (b)(6); (b)(7)(C) @dataminr.com> wrote:

(b)(6); (b)(7)(C)

I have added our contracts manager, (b)(6); (b)(7)(C) to review and respond.

Thanks

(b)(6); (b)(7)(C)

On Tue, Jul 11, 2023 at 12:04 PM (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C) wrote:

Hi (b)(6); (b)(7)(C)

Our legal team finally reviewed the terms and conditions. For your acceptance, please see attached the new terms and conditions for your review. Basic Overview:

- The Payment clause (#7) is part of FAR Clause 52.212-4, which is a mandatory clause for contracts for commercial products and services, see FAR 12.301(b)(3). The 52.212-4 will be tailored to a certain extent – however the FAR prohibits tailoring the Payment clause, except where EFT is not possible. See FAR 12.302(b)(3) and FAR 32.11.
- The Disputes clause (#22) is part of FAR Clause 52.212-4, which is a mandatory clause for contracts for commercial services, see FAR 12.301(b)(3). The 52.212-4 will be tailored to a certain extent – however the FAR prohibits tailoring the Disputes clause. See FAR 12.302(b)(2).
- 
- Exhibit A – Twitter - The whole point of this contract is to use the information for law enforcement purposes.

If you would like to have further discussion with our legal team, I can schedule a meeting to do so. Please advise.

**Very Respectfully,**

(b)(6); (b)(7)(C)

**Contract Specialist, Procurement Division  
Office of Enterprise Readiness | United States Secret Service**

If you would like to tell us about your experience today, please click [here](#) for a short survey.



**From:** (b)(6); (b)(7)(C)  
**Sent:** Wed, 19 Jul 2023 10:33:00 -0400  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Cc:**  
**Subject:** Re: (b)(6); (b)(7)(C)  
**Attachments:** (b)(6); (b)(7)(C)

Good Morning,  
Please see attached.

Thanks,

(b)(6); (b)(7)(C)

Senior Director, Government Contracts

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Arlington, VA 22201

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On Wed, Jul 19, 2023 at 9:17 AM (b)(6); (b)(7)(C) (PRO)  
(b)(6); (b)(7)(C) wrote:

Good Morning (b)(6); (b)(7)(C)

Yes, please sign and return as soon as possible.

**Very Respectfully,**

(b)(6); (b)(7)(C) | **Contract Specialist, Procurement Division**

**Office of Enterprise Readiness | United States Secret Service**

If you would like to tell us about your experience today, please click [here](#) for a short survey.



---

**From:** (b)(6); (b)(7)(C)@dataminr.com>

**Sent:** Tuesday, July 18, 2023 1:20 PM

**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C)@dataminr.com>

**Subject:** Re: First Alert

Good Afternoon,

These changes are fine. Would you like us to go ahead and sign?

Thank you,

(b)(6); (b)(7)(C)

Senior Director, Government Contracts

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Arlington, VA 22201

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On Tue, Jul 18, 2023 at 11:20 AM [REDACTED] (b)(6); (b)(7)(C) (PRO)  
[REDACTED] (b)(6); (b)(7)(C) wrote:

Good Morning [REDACTED] (b)(6); (b)(7)(C)

Please see attached the updated EULA for your final review.

**Very Respectfully,**

[REDACTED] (b)(6); (b)(7)(C) **Contract Specialist, Procurement Division**  
**Office of Enterprise Readiness | United States Secret Service**

If you would like to tell us about your experience today, please click [here](#) for a short survey.



---

**From:** [REDACTED] (b)(6); (b)(7)(C) @dataminr.com>  
**Sent:** Wednesday, July 12, 2023 11:46 AM  
**To:** [REDACTED] (b)(6); (b)(7)(C) @dataminr.com>  
**Cc:** [REDACTED] (b)(6); (b)(7)(C) (PRO) [REDACTED] (b)(6); (b)(7)(C)  
**Subject:** Re: [REDACTED] (b)(6); (b)(7)(C)

Good Morning,

Thank you for the redlines. Please note that we have accepted all edits with the exception of Exhibit A. We have put Exhibit A back into the document in its entirety. Dataminr has a unique contractual relationship with Twitter, whereby we have real-time access to the full stream of all publicly available Tweets. As part of this contractual relationship, Twitter requires that Dataminr pass through certain Twitter terms to all end users. It is worth noting these Twitter terms are not unique to Dataminr and would apply to any vendor using Twitter. In addition, these are the same terms that already apply today to the USSS if the USSS uses Twitter or has a Twitter account.

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Thank you,

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On Tue, Jul 11, 2023 at 12:11 PM (b)(6); (b)(7)(C) <[@dataminr.com](mailto:(b)(6); (b)(7)(C)@dataminr.com)> wrote:

(b)(6); (b)(7)(C)

I have added our contracts manager, (b)(6); (b)(7)(C) to review and respond.

Thanks

(b)(6); (b)(7)(C)

On Tue, Jul 11, 2023 at 12:04 PM [REDACTED] (PRO)

[REDACTED] wrote:

Hi [REDACTED]

Our legal team finally reviewed the terms and conditions. For your acceptance, please see attached the new terms and conditions for your review. Basic Overview:

- The Payment clause (#7) is part of FAR Clause 52.212-4, which is a mandatory clause for contracts for commercial products and services, see FAR 12.301(b)(3). The 52.212-4 will be tailored to a certain extent – however the FAR prohibits tailoring the Payment clause, except where EFT is not possible. See FAR 12.302(b)(3) and FAR 32.11.
- The Disputes clause (#22) is part of FAR Clause 52.212-4, which is a mandatory clause for contracts for commercial services, see FAR 12.301(b)(3). The 52.212-4 will be tailored to a certain extent – however the FAR prohibits tailoring the Disputes clause. See FAR 12.302(b)(2).
- 
- Exhibit A – Twitter - The whole point of this contract is to use the information for law enforcement purposes.

If you would like to have further discussion with our legal team, I can schedule a meeting to do so. Please advise.

**Very Respectfully,**

[REDACTED]

**Contract Specialist, Procurement Division**

**Office of Enterprise Readiness | United States Secret Service**

If you would like to tell us about your experience today, please click [here](#) for a short survey.

**From:** (b)(6); (b)(7)(C)  
**Sent:** Thu, 27 Jul 2023 09:44:45 -0400  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Subject:** Dataminr Contract

(b)(6);

I hope you are doing well.

Are there any updates on contract award?

Thanks

(b)(6);

--



(b)(6); (b)(7)(C)

Senior Director, FedCiv

(b)(6); (b)(7)(C)

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Arlington, VA 22201

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**From:** (b)(6); (b)(7)(C)  
**Sent:** Tue, 11 Jul 2023 11:36:30 -0400  
**To:** (b)(6); (b)(7)(C) (CID)  
**Subject:** Re (b)(6); (b)(7)(C)

(b)(6);

I hope you had some time to enjoy the July 4th holiday.

Wanted to circle back with you on connecting sometime this week or next week. We still anticipate contract award this week.

(b)(6);

On Tue, Jun 27, 2023 at 11:49 AM (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@dataminr.com> wrote:  
It has been a long process but at least there is some light at the end of the tunnel.

I'll reach back out sometime during the week of the 10th to schedule something.

(b)(6);

On Tue, Jun 27, 2023 at 11:45 AM (b)(6); (b)(7)(C) (CID) (b)(6); (b)(7)(C) wrote:

This has been just a brutal process. We are being asked now to justify FY24 funds for things that we still haven't even gotten access to use. What a mess!

Agree we should chat after the holiday week. I am on AL all of the holiday week and Monday July 10.

(b)(6); (b)(7)(C)

---

**From:** (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@dataminr.com>  
**Sent:** Tuesday, June 27, 2023 11:44 AM  
**To:** (b)(6); (b)(7)(C) (CID) (b)(6); (b)(7)(C)  
**Subject:** Fwd: (b)(6); (b)(7)(C)

(b)(6);

Hope you are doing well.

See below email I received from USSS CO.

Sounds like we will be up and running soon.

Maybe we should touch base after the holiday week.

take care

(b)(6); (b)(7)(C)

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

From: (b)(6); (b)(7)(C) **PRO** (b)(6); (b)(7)(C)  
Date: Tue, Jun 27, 2023 at 11:38 AM  
Subject: RE: (b)(6); (b)(7)(C)  
To: (b)(6); (b)(7)(C) <@dataminr.com>

Hi (b)(6);

Thank you for reaching out. There hasn't been any issues. We are just in year end right now and our Lawyer is jammed packed. Please look to receive the award in the early part of July. I apologize for any inconvenience.

**Very Respectfully,**

**From:** Dataminr Support  
**Sent:** Fri, 14 Jul 2023 13:14:29 +0000  
**To:** (b)(6); (b)(7)(C) (TSD)  
**Subject:** [Request received] First Alert Account



Your request (99524) has been received and is being reviewed by our support staff.

To add additional comments, reply to this email.

**From:** (b)(6); (b)(7)(C)  
**Sent:** Mon, 24 Jul 2023 10:57:29 -0400  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Cc:**  
**Subject:** Re (b)(6); (b)(7)(C)

Good Morning,  
Is there any additional information that you need from us? Also just wondering when we can expect the award and the fully executed terms.

Thanks again,

(b)(6); (b)(7)(C)



(b)(6); (b)(7)(C)

Senior Director, Government Contracts

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Good Morning,  
Please see attached.

Thanks,

(b)(6); (b)(7)(C)



(b)(6); (b)(7)(C)

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Good Morning (b)(6); (b)(7)(C)

Yes, please sign and return as soon as possible.

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(b)(6); (b)(7)(C)

**Contract Specialist, Procurement Division**

**Office of Enterprise Readiness | United States Secret Service**

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- 
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