

CONTRACT NO. C000235

**THE NEW YORK STATE EXECUTIVE CHAMBER
INVESTIGATIVE AND ANALYTIC SERVICES AGREEMENT
WITH K2 INTELLIGENCE LLC
FOR THE PERIOD
September 12, 2013 - December 31, 2013**

THIS IS AN AGREEMENT ("AGREEMENT") dated as of September 12, 2013 by and among the NEW YORK STATE EXECUTIVE CHAMBER (hereinafter referred to as "CHAMBER") on behalf of the COMMISSION (as defined below), and K2 INTELLIGENCE LLC (hereinafter referred to as "K2" or "CONTRACTOR"), with offices located at 845 Third Ave, 4th Floor, New York, NY 10022.

WITNESSETH

WHEREAS, on July 2, 2013, Governor Andrew M. Cuomo issued Executive Order 106 forming the Commission to Investigate Public Corruption ("COMMISSION") under the Moreland Act and Executive Law Section 63(8) to probe systemic public corruption and the appearance of such corruption in state government, political campaigns and elections in New York State ("STATE"); and

WHEREAS, in order for the COMMISSION to effectively and efficiently pursue its mission, it must have investigative and analytic services; and

WHEREAS, the CHAMBER requested and the Office of the State Comptroller granted an exemption from giving notice in the New York State Contract Reporter for said services; and

WHEREAS, the CONTRACTOR is willing to serve as a consultant to the COMMISSION, as outlined herein; and

WHEREAS, the CONTRACTOR shall deliver all Services (as defined below), data, analysis and deliverables under this AGREEMENT to the COMMISSION;

NOW, THEREFORE, in consideration of the terms and conditions of this AGREEMENT, it is hereby mutually agreed by and between the CHAMBER and the CONTRACTOR (each individually a "Party" and collectively "Parties"), as follows:

I. SERVICES

Services to be rendered by CONTRACTOR under this AGREEMENT shall be comprised of the activities and tasks set forth in more detail in Paragraphs A and B of this Section (collectively the "Services").

A. Data Ingestion

1. Data Collection: Working in collaboration with the COMMISSION, the CONTRACTOR shall develop a list of relevant data sources and document the volume of data that each contains. The CONTRACTOR will then work with the COMMISSION's technical consultant to develop and execute a strategy for acquiring the data from each of the sources, which shall include, but not be limited to:
 - a) New York State Joint Commission on Public Ethics (financial disclosures, lobbying records, reportable business relationships, etc.)
 - b) New York State Board of Elections (campaign contributions)
 - c) New York State Senate legislation records
 - d) New York State Assembly legislation records
 - e) New York State "Project Sunlight" (appearances made by individuals and entities before the New York State government agencies)
2. Data Transformation: Once the relevant data has been acquired, the CONTRACTOR shall prepare the data for import into the Palantir analytics platform. This may entail converting the data into usable files types (e.g., Excel, CSV, Microsoft Access) as well as taking steps to ease the merging of diverse data sets.
3. Data Modeling: The CONTRACTOR shall create maps for the various data sets in order to fully integrate them into the Palantir platform. The maps will instruct the system where each data point should be assigned (e.g., names refer to people, legislation is denoted by bill numbers).
4. Data Integration: Using the maps described above, the CONTRACTOR shall import directly or "back-end" import the relevant data into the Palantir analytics platform and, as necessary, "tag" portions of unstructured data sources so that they may be integrated with other data in the analytics platform.
5. Testing: The CONTRACTOR shall examine and, as necessary, adjust the imported data in a digital staging area to ensure that the analytics platform properly reflects the nature and meaning of the data and has been properly modeled to best address the COMMISSION's investigative needs.

B. Data Analysis

1. Once data ingestion is complete, the CONTRACTOR shall conduct a "multi-modal" analysis of the different data sets in order to acquire a detailed understanding of relevant people, organizations, relationships, and events. Working in collaboration with the COMMISSION, the CONTRACTOR shall

develop a targeted investigative strategy to achieve the COMMISSION's goals within the designated time period. This shall include the following tasks:

- a) Create dossiers on persons of interest: The CONTRACTOR shall compile data pertaining to key individuals from all integrated data sources (to be supplemented by media, public records, source information, and other intelligence provided by the COMMISSION). This data may include, but not be limited to, employer information (past and present), address data, phone numbers, e-mail addresses. Dossiers shall also show how an individual is related to other people, organizations, and events.
- b) Create dossiers on companies or organizations of interest.
- c) Construct relationship maps: The CONTRACTOR shall use visual analytics in order to demonstrate how individuals and organizations are connected and illustrate potential conflicts of interest including, but not limited to, those based upon past or current employment and past or current relationships.
- d) Analyze events over time: The CONTRACTOR shall construct interactive timelines to demonstrate causality and/or create narratives consistent with improper behavior. At the request of the COMMISSION, the CONTRACTOR shall scale the timeline investigations to show the behavior of "repeat offenders" over a period of months or years.
- e) Conduct free text and/or keyword searches using complex search strings.

C. Project Timeline

1. Provision of the services defined in Paragraphs A and B of this Section shall be completed to the COMMISSION's satisfaction no later than December 31, 2013, with initial provision of Data Analysis to be submitted to the COMMISSION no later than November 15, 2013.

II. TERM

The CONTRACTOR agrees to perform the aforesaid services for the period beginning September 12, 2013 and ending December 31, 2013.

III. COMPENSATION

- A. The applicable hourly rates that the CONTRACTOR may use to calculate and prepare its billings for services provided under this AGREEMENT shall not exceed the following:

Title	Hourly Rate
Executive Managing Director	\$425 per hour
Chief Digital Officer	\$375 per hour
Director	\$300 per hour
Analyst	\$200 per hour
Praescient Engineer	\$145 per hour

- B. The above rates shall apply to all compensation paid under this AGREEMENT. The value of this AGREEMENT shall not exceed an all-inclusive price of \$175,000, inclusive of any reasonable and approved expenses. The above rates include the cost of accessing the Palantir analytics platform as well as any data hosting fees.
- C. The CONTRACTOR agrees to be bound by the rates of reimbursement for travel and related expenses set forth by the State for its Management/Confidential employees, described on the State Comptroller's website: <http://www.osc.state.ny.us>.
- D. Billings for services rendered shall be submitted to the CHAMBER after the first day of the month following the month in which the service has been provided to the STATE.
- E. The CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT unless or until it complies with the State Comptroller's electronic payment procedures.
- F. Fees shall become payable by the STATE upon receipt of an approvable invoice in accordance with this section. Properly invoiced fees not paid within 30 days of receipt of the invoice will be paid with interest in accordance with the New York State Prompt Payment Law. Any and all such invoices shall contain a detailed itemization of requested compensation which shall at the minimum include:
1. Taxpayer identification number and New York State Vendor Identification Number;
 2. Name(s), and title(s) as identified in this section, of the CONTRACTOR staff providing services;
 3. Name(s) of CHAMBER employees, or their designee(s), requesting the services and directly involved;
 4. Specific identification of the services provided;
 5. Amounts for rates, hours and total compensation; and
 6. Dates upon which the services were requested and performed.

All invoices should be submitted electronically to: contracts@budget.ny.gov.

- G. The CONTRACTOR shall not be reimbursed for the preparation of invoices or billing statements or for the correction of any error in previously submitted invoices or billing statements.

IV. RESERVATIONS

The CHAMBER reserves the right to employ other consultants and contractors in connection with its responsibilities and functions. In that event, the CONTRACTOR will, as directed by the CHAMBER, cooperate and work in harmony with such consultants and contractors.

V. RELATIONSHIP OF PARTIES

The relationship of the CONTRACTOR to the CHAMBER shall be that of an independent contractor. In accordance with such status as an independent contractor, the CONTRACTOR covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the CHAMBER or the STATE by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the CHAMBER or the STATE, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

VI. STAFF

- A. The CONTRACTOR specifically represents and agrees that its members, officers, employees, agents, servants, consultants, shareholders and subcontractors have and shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties performed hereunder.
- B. This AGREEMENT is intended to secure the professional services of the CONTRACTOR because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the CONTRACTOR.
- C. The CHAMBER has an absolute right and discretion to approve or disapprove any proposed staff and changes in staff. The CONTRACTOR shall notify the CHAMBER of any proposed changes in staff immediately. The CHAMBER, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval; approval shall not be unreasonably withheld.
- D. The CONTRACTOR shall be fully responsible for performance of work by its staff and by its subcontractor's staff and the CHAMBER reserves the right to request removal of any CONTRACTOR staff or subcontractor staff if, in the CHAMBER's discretion, such staff is not performing in accordance with this AGREEMENT.

- E. The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the CHAMBER. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

VII. CHAMBER REPRESENTATIVES

- A. The CHAMBER, with the commencement of this AGREEMENT, designates as its representative, Regina Calcaterra or Theresa Brennan, or their designee(s).
- B. Such representatives shall request, oversee, supervise and accept performance of services provided by the CONTRACTOR and shall receive any required submissions. Whenever an AGREEMENT action is to be taken or approval for services given by the CHAMBER, such action or approval may be given only by the representatives designated pursuant to this Section.
- C. All Notices under this AGREEMENT shall be directed to the representatives identified in this Section, or their designees.
- D. The CHAMBER may on written notice designate other individuals as its representatives.

VIII. CONFLICTS OF INTEREST

The CONTRACTOR hereby covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the CHAMBER immediately of any such actual or potential conflicts of interest.

The CHAMBER and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The CHAMBER will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the CHAMBER, a real or potential conflict of interest cannot be cured.

IX. WARRANTIES

The CONTRACTOR warrants that it will perform Services in good faith and in a professional manner and that the Services will conform in all material respects to the description of such Services set forth herein. The warranties expressly set forth in this AGREEMENT are in lieu of all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular

purpose. The CONTRACTOR shall perform Services in a workmanlike manner in accordance with industry standards.

X. PERFORMANCE MONITORING

The CONTRACTOR's performance will be assessed by the STATE according to the achievement of CONTRACTOR's contractual obligations in a timely and professional manner, as set forth herein. The CHAMBER will utilize progress reports and periodic meetings to ensure that the project is carried out on a timely basis and results in effective recommendations and work products.

XI. INDEMNIFICATION AND LIABILITY

- A. The CONTRACTOR shall be fully liable without monetary limitation for any act or omission of the CONTRACTOR, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or tangible personal property or intellectual property caused by fault or negligence of CONTRACTOR, its employees, subcontractors or agents arising from the CONTRACTOR's performance of this AGREEMENT, provided, however, that the CONTRACTOR shall not be obligated to indemnify the STATE for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the STATE or the acts of third parties, other than those provided by the CONTRACTOR to perform under the Agreement. In connection with the foregoing, the STATE (i) shall give CONTRACTOR, prompt written notice of any action, claim or threat of suit, and (ii) may give the CONTRACTOR, at the STATE's sole discretion, the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR's sole expense, and in such event, the State will assist the defense of any such action at the expense of CONTRACTOR.
- B. Except as otherwise set forth as being without monetary limitation in the indemnification paragraph above, the limit of liability shall be as follows: CONTRACTOR's liability for any damages arising out of, or related to the AGREEMENT, whether in contract, tort or otherwise, shall in no case exceed: (i) an amount equal to two (2) times the amount paid to the CONTRACTOR for work performed under this AGREEMENT, or (ii) one million dollars (\$1,000,000), whichever is greater.
- C. Notwithstanding the above, the CONTRACTOR and the CHAMBER shall not be liable for any consequential, indirect or special damages of any kind which may result from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the CHAMBER, the CONTRACTOR, or by others. CONTRACTOR shall not be liable for any missed or lost revenue associated with, or related to, the services provided pursuant to this contract.

- D. The CONTRACTOR shall be fully responsible for performance of work by and conduct of its staff and subcontractor's staff and that the CHAMBER reserves the right to request removal of any CONTRACTOR staff or subcontractor staff if, in the CHAMBER's discretion, such staff is not performing in accordance with the AGREEMENT.
- E. The CONTRACTOR warrants that its services shall be performed in accordance with applicable professional standards and that the CONTRACTOR shall correct, at no charge to the CHAMBER or the STATE, services which fail to meet applicable professional standards and which result in obvious or patent errors in the progression of its work.

XII. REPORTS AND FINDINGS

- A. Any and all reports and findings rendered to the COMMISSION by the CONTRACTOR shall be the exclusive property of the CHAMBER and subject to the CHAMBER's and COMMISSION's exclusive use and control. The CONTRACTOR hereby waives any and all rights to such reports and findings and the control thereof.
- B. The CONTRACTOR shall sign a Non-Disclosure Agreement ("NDA") and shall take all appropriate action to protect the confidentiality of all information supplied to it or developed by it during the course of its performance under the terms of the AGREEMENT.

XIII. OWNERSHIP

CONTRACTOR will retain all right, title and interest in and to all materials developed by it prior to the Effective Date of this AGREEMENT and/or developed outside of CONTRACTOR's obligations hereunder.

XIV. RECORDS ACCESS

CHAMBER staff, others authorized by the CHAMBER such as representatives of the Federal government, or other STATE agencies authorized by STATE law, shall have access to and the right to examine the books, documents, work papers, documentation of charges, or other records of the CONTRACTOR involved in transactions relating to this AGREEMENT during the contract period and for a period of six years after final payment for said services. The CONTRACTOR will make all records, including related documents of any and all subcontractors, available to New York State.

XV. WORK PAPER RETENTION AND AVAILABILITY

- A. The work papers to be prepared by the CONTRACTOR during the AGREEMENT will be retained by the CONTRACTOR although copies thereof and access to them

will be made available, upon request, to the CHAMBER, the COMMISSION, representatives of the Federal government and STATE agencies when authorized by the CHAMBER, and other STATE agencies authorized by existing law, for a period of six (6) years following the date of the final payment under the contract. All such requests, and their disposition, shall be authorized by the CHAMBER.

- B. The CONTRACTOR agrees to make personnel available to explain fully all data, materials, and work papers developed during the engagement for a period of six (6) years following the date of the final payment under the contract.

XVI. DISPUTES AND DISSATISFACTION/CONFLICT RESOLUTION

- A. In the event the COMMISSION is dissatisfied with the CONTRACTOR's performance of the Services provided under the Agreement, including but not limited to a breach of the Agreement on the part of the CONTRACTOR, the CHAMBER shall notify the CONTRACTOR of the dispute in writing. In the event the CONTRACTOR has any disputes with the COMMISSION, the CONTRACTOR shall notify the CHAMBER in writing. Such notification in both cases shall hereinafter be referred to as "Notice of Conflict", or in the case of contract breach, "Notice of Default".
- B. If either the CHAMBER or the CONTRACTOR notifies the other of such dispute or dissatisfaction, the Party receiving the notification shall then make good faith efforts to amicably resolve the problem or settle the dispute, including meeting with the notifying Party's representatives to diligently attempt to reach a mutually satisfactory result.
- C. In the event of a dispute, both Parties will continue to fulfill their performance obligations under the Agreement.
- D. Nothing shall limit either Party's ability to pursue all legal remedies. If the Parties are unable to amicably resolve the dispute after the steps described above, then either Party may seek legal or equitable relief in a court of competent jurisdiction located in New York State.

XVII. TERMINATION

- A. The CHAMBER reserves the right to terminate the services of the CONTRACTOR, in whole or in part, upon thirty (30) days written notice for any reason, or immediately for cause. Upon notice of termination, the CONTRACTOR shall stop work immediately and complete only those specific assignments, if any, subsequently approved by the CHAMBER. In the event of termination other than for cause, the CONTRACTOR shall be entitled to compensation for services performed through the date of termination that are accepted by the STATE, and for any subsequent services that are accepted by the STATE, rendered in connection with any

successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the CHAMBER. The CONTRACTOR agrees to cooperate to the fullest respect with any successor consultants and contractors.

- B. After receipt of the Notice of Termination, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the Notice.
- C. The CONTRACTOR shall submit its termination claim to the CHAMBER promptly after receipt of a Notice of Termination, but in no event later than 30 days from the effective date thereof, unless one or more extensions in writing are granted by the CHAMBER upon written request of the CONTRACTOR within such 30-day period or authorized extension thereof. Upon failure of the CONTRACTOR to submit its termination claim within the time allowed, the CHAMBER may determine, on the basis of available information, the amount, if any, due to the CONTRACTOR by reason of termination, and shall thereupon pay to the CONTRACTOR the amount so determined.
- D. If the Termination for cause results from unsatisfactory performance by the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by the CHAMBER.
- E. The CONTRACTOR agrees to transfer title to the CHAMBER, and to deliver in the manner, at the time, and to the extent, if any, directed by the CHAMBER, such information and work products for which the CONTRACTOR produced and received compensation by the CHAMBER.
- F. In addition, non-compliance with the procurement laws as noted in Section XIX of this AGREEMENT will lead to contract termination.

XVIII. FORCE MAJEURE

Neither party will be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XIX. COMPLIANCE WITH PROCUREMENT LAWS

- A. By execution of this AGREEMENT, the CONTRACTOR certifies that information provided to the State of New York with respect to the Vendor Responsibility Questionnaire, Procurement Lobbying Certifications, Contractor Disclosure Forms (A and B) and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true and accurate.
- B. The CONTRACTOR hereby acknowledges that the Vendor Responsibility Questionnaire and certification are made part of its proposal and thereby this AGREEMENT and that any misrepresentation of fact in the Questionnaire and attachments, or in any CONTRACTOR responsibility information that may be requested by the CHAMBER, may result in termination of this AGREEMENT.

The CONTRACTOR shall at all times during the contract term remain responsible. During the term of this AGREEMENT, any changes in the provided Questionnaire shall be disclosed to the CHAMBER, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this AGREEMENT. Furthermore, the CONTRACTOR agrees, if requested by the CHAMBER, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The CHAMBER, in its sole discretion, reserves the right to suspend any or all activities under this AGREEMENT, at any time, when it discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, the CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR must comply with the terms of the suspension order. Contract activity may resume at such time as the CHAMBER issues a written notice authorizing a resumption of performance under this AGREEMENT.

Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard with the appropriate CHAMBER officials or staff, this AGREEMENT may be terminated by the CHAMBER at the CONTRACTOR'S expense where the CONTRACTOR is determined by the CHAMBER to be non-responsible. In such event, the CHAMBER may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

- C. CONTRACTOR hereby acknowledges that State Finance Law Section 163(4)(g) imposes certain reporting requirements on the contractor doing business with New York State. In furtherance of these reporting requirements, the CONTRACTOR agrees to complete and submit an initial planned employment data report and an annual employment report (Forms A and B respectively). Complete instructions and

forms may also be accessed at:
<http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.

- D. By entering into this Contract, CONTRACTOR certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. CONTRACTOR agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the CHAMBER may approve a request for Assignment of Contract.

During the term of the Contract, should the CHAMBER receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the CHAMBER will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the CHAMBER shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

The CHAMBER reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with CONTRACTOR should it appear on the Prohibited Entities List hereafter.

XX. ENTIRE AGREEMENT

This AGREEMENT and its Appendices constitute the entire AGREEMENT between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This AGREEMENT shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto. Appendix A – Standard Clauses for New York State Contracts and Appendix B, Proposal dated September 3, 2013 are hereby made a part of this AGREEMENT as if fully set forth at length herein.

XXI. CONDITIONS PRECEDENT

This AGREEMENT and any subsequent amendments to this AGREEMENT shall not be deemed executed, valid or binding unless and until approved in writing by the Offices of the Attorney General and State Comptroller.

XXII. USE BY OTHER STATE AGENCIES

The CHAMBER shall have the option to extend the terms and conditions related to the scope of services covered by this AGREEMENT to any New York State agency.

XXIII. ADDITIONAL SERVICES

The CHAMBER may, at any time, by written notice, request changes or additions to work or services within the general scope of this AGREEMENT (not to include professional services requiring licenses or specialized expertise such as engineering, architectural, and environmental consulting, abatement, treatment, and testing work) for unanticipated needs. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of this AGREEMENT, an equitable adjustment shall be agreed upon by the Parties and made in the price using the billing rates set forth in the AGREEMENT, and the CONTRACTOR shall be notified in writing accordingly. A change to the scope of the AGREEMENT must be set forth in a contract amendment that is subject to the approval of OSC and the New York State Office of the Attorney General. Nothing in this clause shall excuse the CONTRACTOR from proceeding with this AGREEMENT as modified.

XXIV. INTERPRETATION

In the event of any discrepancy, disagreement or ambiguity among the following documents - this AGREEMENT, Appendix A (Standard Clauses for New York State Contracts), and Appendix B (Proposal) - they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- A. Appendix A – Standard Clauses for New York State Contracts
- B. This AGREEMENT
- C. Appendix B – Proposal dated September 3, 2013

XXV. EXECUTORY CLAUSE

This AGREEMENT shall be deemed executory only to the extent of moneys annually appropriated and available for this purpose, and no liability on account thereof shall be incurred by the CHAMBER beyond the amount appropriated. It is understood that neither this assignment nor any representation by any public employee or officer creates any legal or moral obligation to request to appropriate, or make available, moneys for the purpose of the AGREEMENT.

XXVI. GOVERNING LAW/STANDARD CLAUSES

This AGREEMENT shall be governed by the laws of the State of New York Appendix A, Standard Clauses for NYS Contracts, attached hereto is expressly made a part of the AGREEMENT as fully as if set forth at length herein.

C000235

IN WITNESS WHEREOF, each of the Parties hereto has caused this AGREEMENT to be executed by its duly authorized officers on the day and year stated below.

Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Approved by:

K2 INTELLIGENCE LLC

By: Richard M. Plansky
Name: Richard M. Plansky
Title: Executive Managing Director
Date: 1/28/14

**NEW YORK STATE
EXECUTIVE CHAMBER**

By: Theresa A. Brennan
Name: Theresa A. Brennan
Title: Director of Administrative Services
Date: 2/11/14

**Attorney General:
ERIC T. SCHNEIDERMAN**

By: APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Date: MAR. 03 2014
Lorraine L. Remo
LORRAINE L. REMO
PRINCIPAL ATTORNEY

**State Comptroller:
THOMAS P. DINAPOLI**

By: Charlotte E. Brown
Date: 3/19/14

\$175,000
KAS