
From: James Rowley
Sent: Thursday, October 8, 2020 5:27 PM
To: [REDACTED]
Subject: Cobwebs quote and sole source letter for LAPD RHD
Attachments: LAPD RHDs Cobwebs Tangles GOLD Quote 575-G5A rev1.pdf; Sole Source LAPD- Cobwebs Technologies 10-08-20.pdf; webloc datasheet v1.pdf; General - Tangles Lynx - Product Solution Description for LAPD.pdf
Categories: responsive

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Good Evening [REDACTED]

Good talking with you earlier today. Here is the discussed 5-seat quote and other documentation. Let's talk once you have had a chance to review it tomorrow- I need to integrate Webloc into the main document, however it is an optional component and have an extra doc on it included here as well.

Thanks,
Jim

Jim Rowley | Director, Sales & Business Development

Website www.cobwebs.com



From: [REDACTED]
Sent: Thursday, October 8, 2020 11:51 AM
To: James Rowley
Subject: UASI priorities 2021

Categories: responsive

“There are four national priorities that Homeland Security Grant Program (HSGP) has identified:

1. Enhancing cybersecurity (including election security);
2. Enhancing the protection of soft targets/crowded places (including election security);
3. Enhancing information and intelligence sharing and cooperation with federal agencies; and
4. Addressing emerging threats (e.g. transnational criminal organizations, weapons of mass destruction [WMD], unmanned aerial systems [UAS], etc.)”

Thank you!

V/R,

[REDACTED], [REDACTED]
LAPD Robbery-Homicide Division

Website: [click here](#)

(213) 486-6850 office

[REDACTED] email



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From: [REDACTED]
Sent: Thursday, October 8, 2020 11:32 AM
To: James Rowley
Subject: RE: Checking in

Categories: responsive

Hi Jim,

How are you doing? Still crazy busy over here. I apologize for the short notice, but I wanted to see if you could send me a quote for 5 licenses/cloud-based and I'm going to try and push it through as a UASI grant request next week. Also, any white papers you may have. Unfortunately I won't have much time to devote to this process with everything going on, but I'd at least like to put it on our decision makers' radar.

Thanks much,

[REDACTED], [REDACTED]
LAPD Robbery-Homicide Division
Website: [click here](#)
(213) 486-6850 office
[REDACTED] email



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From: James Rowley
Sent: Wednesday, September 23, 2020 5:29 PM
To: [REDACTED] <[REDACTED]>
Subject: Checking in

WEB INTELLIGENCE INVESTIGATION PLATFORM

Gold Program QUOTE

Issued for: Los Angeles Police Department

Requesting User: [REDACTED] RHD

Quote ID: 575-G5-A, rev 1

Date: 10-8-2020

QUOTATION

Date	Quote ID	Revision	Effective From	Effective To
10-8-20	575-G5-A	1	10-08-20	12-31-20
Customer Contact		Cobwebs America Inc Contact		
[REDACTED] (213) 486-6850 [REDACTED]				
Bill To – LAPD		Ship To – LAPD RHD		
Los Angeles Police Department Robbery Homicide Division Police Administration Building 100 West First Street Los Angeles, CA 90012		Los Angeles Police Department Robbery Homicide Division Police Administration Building 100 West First Street Los Angeles, CA 90012		

Tangles Gold Program Description	Qty	Service Period in Months	Unit Price Per Period (\$ USD)
GOLD Subscription Tangles Platform Subscription (SaaS) including: <ul style="list-style-type: none"> 5 concurrent Seats / 5 named users 1200 Searches per month 600 Analysis requests per month 2 concurrent analysis 20 up to active monitors per system- Access to rich surface and deep web sources and advanced search capabilities 	1	12	
Dark Web Cyber Source and other Enhanced sources - LinkedIn, company search, Twitter user about, Enhance Mobile sources - Snapchat , Corporate search.	1	12	
Lynx LYNX - UP to 5 users Proxy, embedded Tor service, UC Annonomizer, analyst assistant	1	12	
Image – OCR and Objects Extraction Analytics	1	12	
Services <ul style="list-style-type: none"> Account setup and user configuration Project Management w/ 2 hours on boarding Helpdesk Monday – Friday 9AM-5PM ET 	1		
Subtotal			
Access to Cobwebs Investigative - Platform Training Portal	10		
TOTAL			

GOLD Program Add on Modules	Qty	Service Period in Months	Unit Price Per Period (\$ USD)
Financial Company / Directors Risk Sources	1	12	
Webloc Geo location based search Sources	1	12	
Additional GOLD concurrent user/seat	1	12	
Additional GOLD Tangles named user	1	12	
Additional Lynx named user	1	12	
Image – Face Processing	1	12	

1. Terms and Conditions

1.1 Proprietary and confidential information

Nothing in this Proposal shall be deemed to grant to the Customer and/or End User any rights in patents, copyrights, proprietary information and trade secrets in the hardware, licensed software, documentation and services (collectively, the Deliverables). Customer and/or the End User shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the Deliverables.

The Terms of this Proposal are confidential and may only be disclosed on a need to know basis, and in any event, may not be disclosed to any third party. Customer and End Users are prohibited from disclosing use of the Deliverables, names of Cobwebs' tools and technologies, the existence of this agreement or the relationship between Customers and End Users and Cobwebs to any third party, without the prior written consent of Cobwebs. Customers and End Users affirm that they will not reference Cobwebs (including any Cobwebs tool or technology) or use the output of the Deliverables in any judicial, regulatory or other government proceeding or disclose such information publicly in any forum, without Cobwebs' prior written consent. In addition, Customers and End Users shall refrain from referencing Cobwebs and any Cobwebs tool or technology in using the Deliverables electronically.

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All products are provided with a 90-day temporary license. A perpetual license key shall be provided to the End User upon completion of payments, and subject to compliance with the Terms of this proposal.

1.3 Taxes

The prices in this Proposal do not include any customs, duties, value added tax or any other assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by

the Customer/End Users. In order to avoid any doubt, in the event that taxes are withheld, then such withholding taxes shall be added to the payment due Cobwebs, and the Proposal price shall be grossed up to include such taxes.

1.4 Limitation of liability

COBWEBS makes, and Customer and End User receive, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement, the Services and Deliverables provided pursuant to it. COBWEBS specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. In no event shall COBWEBS be liable for indirect, consequential or incidental damages (including damages for loss of profits, revenue, data or use) arising out of this Agreement or incurred by any Customer or End User, whether in an action in contract or tort, even if COBWEBS has been advised of the possibility of such damages. COBWEBS maximum amount of liability for damages hereunder shall in no event exceed the amount paid by the Customer or End User directly to COBWEBS and nothing else.

1.5 Operation – product and software

Use of the Deliverables shall be in accordance with applicable laws and shall be the exclusive province and responsibility of Customer and the End Users. Cobwebs will not engage in operation or use of Deliverables on behalf of Customer or End Users. Customer and/or End Users shall indemnify Cobwebs and its suppliers for any claims made against Cobwebs and/or its suppliers in this regard. To the extent that use of certain aspects of the Deliverables, require use of an account and password, Customer and End Users are solely responsible for maintaining the confidentiality of the account and password and for restricting access to computers, and agree to accept responsibility for all activities that occur under any account or password. Customer may be liable for losses incurred by Cobwebs or others due to any unauthorized use of the Deliverables, including any software, services or account.

1.6 Permits

It should be the exclusive responsibility of the Customer to obtain any, and all, applicable permits, including but not limited to, marketing and export permits, as may be required under applicable export control law.

1.7 Data Access and Privacy Policy

Customers and End Users may choose to allow the Deliverables to automatically retrieve data from your system(s) or third-party systems, accounts or web sources or services or to call the servers of other websites or services solely at the direction of and as a convenience to Customers and End Users (individually or collectively “Third Party Sites”), on your behalf and/or you may use the Deliverables to do so, at your direction. Customer and End Users agree that all actions taken through the Deliverables are the acts of the Customer and its End Users and not Cobwebs. In order to connect the Deliverables to access or retrieve data from any third-party system, services or

Third Party Sites, Customer and End Users hereby agree that such connection, access or retrieval shall be done at their sole direction and control.

Customer and End Users represent and warrant that they have all valid, relevant legal authority to carry out search activities and online access of your systems or Third-Party Sites, online accounts or other web sources, pursuant to relevant law governing their law enforcement or similar governmental role and pursuant to the relevant law governing the jurisdiction(s) in which they operate. Customer and End Users represent and warrant that they have permission, authority and rights to use the Deliverables to access Third Party Sites, online accounts or other web sources and/or to allow automatic access to such system(s), services, Third Party Sites, online accounts or other web sources and retrieve data therefrom by indicating the same within the user interface of the Deliverables. Customers and End Users represent and warrant that their use of the Deliverables will not violate any relevant terms of service, privacy policy, other agreements governing such Third-Party Sites, accounts or web sources, or any express or implied communication, request or demand from any third party. Customers and End Users represent and warrant that they have the right to access Third Party Sites, online accounts or other web sources pursuant to relevant terms of service or other agreements governing such accounts or web sources, or other valid sources of legal authority. Any action performed in the Deliverables by the Customer or End Users and/or data storage and/or any possible violation of a Third-Party Site's, online account's or other web source's policies or terms are the sole responsibility of Customer and its End Users and are acts carried out by Customer and its End Users. Cobwebs disclaims any and all liability associated with accessing and retrieving data from such system(s), services, Third Party Sites, accounts or web sources. IF AT ANY TIME CUSTOMER DOES NOT HAVE THE RIGHT AND AUTHORITY TO USE THE DELIVERABLES TO ACCESS, RETRIEVE DATA OR CONNECT TO OR TO AUTOMATICALLY ACCESS, RETRIEVE DATA OR CONNECT TO SUCH SYSTEM(S), SERVICE(S), THIRD PARTY SITES, ACCOUNTS OR WEB SOURCES, THEN CUSTOMER AND END USERS HEREBY AGREE TO IMMEDIATELY CEASE USE OF THE DELIVERABLES AND CEASE ACCESS TO SUCH RESOURCES.

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Customer and End Users represent, warrant, and agree that: (a) they have obtained data lawfully, and such data does not and will not violate any applicable laws or any person or entity's rights, including such person's privacy, proprietary or intellectual property or moral rights; (b) the data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or software of Cobwebs; (c) Customer and End Users are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to data accessed, collected and/or stored hereunder; and (d) the data complies with the terms of these Terms. For purposes of clarity, Cobwebs takes no responsibility and assumes no liability for any data, and Customer and End Users will be solely responsible for their data and the consequences of access, collecting, storing, sharing or disclosing it hereunder. Cobwebs will not be responsible for any backup, recovery or other steps required to ensure that data is recoverable in the case of data loss. Customer and End Users are solely responsible for backing up their data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of their data.

1.8 Product and software licenses

The licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the Customer and its End Users a limited, non-transferable and non-exclusive license to the extent required to use and operate it pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

1.9 Indemnity

Customer and End User agree to defend, indemnify and hold harmless COBWEBS (as defined in ¶14.4) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Customer's and/or End Users' modification or misuse of and/or improper granting of access to the Deliverables; (b) Customer's or End Users' violation of any of the terms of this Agreement including without limitation, breach of any of the representations and warranties above; (c) Customer's and/or End Users' violation of or data violating any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Customer's and/or End Users' violation of any law, rule or regulation of the United States or any other country; (e) any claim for damages that arise as a result of any of Customer's and/or End Users' data or any other data that are collected or submitted through use of the Deliverables; or (f) any other party's access and use of the Deliverables provided by Customer and/or End Users. Cobwebs will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Cobwebs. Cobwebs will use reasonable efforts to notify Customer of any such claims, actions, or proceedings upon becoming aware of the same.

1.10 Miscellaneous

Notice and Modifications. Cobwebs may provide Customer and End Users with notices, including those regarding changes to Cobwebs terms and conditions, by email, regular mail, or postings on a service through the Deliverables. Notice will be deemed given twenty-four (24) hours after email is sent, unless Cobwebs is notified that the email address is invalid. Alternatively, Cobwebs may give Customer legal notice by mail to a postal address, if provided by Customer. In such case, notice will be deemed given three days after the date of mailing. Notice posted on a service through the Deliverables is deemed given five (5) days following the initial posting. Cobwebs reserves the right to determine the form and means of providing notifications to Customer and End Users. Cobwebs is not responsible for any automatic filtering Customer, End Users or their network providers may apply to email notifications Cobwebs sends to the email address provided. Cobwebs may, in its sole discretion, modify or update these Terms from time to time, and so Customer and End Users should review this page periodically. Customers' or End Users' continued use of the Service after any notice of change constitutes acceptance of the new Terms. If any such revision is unacceptable to Customer or End Users, their only remedy is to cease use of Cobwebs Deliverables. If Customer or End Users do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Deliverables.

Waiver. The failure of Cobwebs to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Cobwebs.



Severability. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

Assignment. These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by Customer or End Users, but may be assigned by Cobwebs without restriction or any need for authorization from Customer.

Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

Headings. The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and Cobwebs relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Cobwebs as set forth in these Terms.

1.11 Governing Law; Venue; Waiver of Jury Trial

This Agreement and any dispute of any sort that might arise between the Parties shall be governed by the laws of the State of New York without regard to choice of law principles. The federal and state courts located in City, County and State of New York shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The Parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party waives the right to trial by jury in any action arising out of or relating to this Agreement.