

Accurant Crime Analysis Workstation License Terms Addendum

This Accurant Crime Analysis Workstation License Terms Addendum ("Addendum") sets forth terms and conditions for the use of the Accurant Crime Analysis Workstation software and product options ordered on the Schedule A which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for services provided by LN (such services agreement, the "Agreement").

Grant and Scope of License LN grants Customer, a limited, non-exclusive, non-transferable right to install and/or use the Accurant Crime Analysis Workstation software and/or service (the "Software Product") and any documentation supporting the use of the Software Product (the "Documentation"), only by individual end users located in the United States or otherwise pre-approved in writing by LN in advance, provided that Customer complies with all of the terms and conditions of this Addendum, and does so in strict accordance with the following conditions: (i) Customer shall use the Software Product to scan data of and for the Customer only; (ii) Customer shall use the Software Product solely for Customer's own internal law enforcement purposes; (iii) Customer shall not use the Software Product to evaluate or scan data of or for third parties, and such evaluation and/or scanning is expressly prohibited; (iv) Customer shall not reveal any links, Customer accounts, or passwords for the Software Product to third parties (other than to agents of Customer that have been pre-authorized in writing by LN and who have a need to know such information); (v) Customer shall not use the Software Product to create a product or service that would compete with the Software Product; (vi) Customer acknowledges and agrees that it is not permitted to and that it shall not use the Software Product or the information accessed in connection therewith, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance, employment purposes, or for any other purpose(s) authorized under section 604 of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) ("FCRA") or similar state statute; (vii) Customer shall use the Software Product in accordance with the requirements of all applicable laws and regulations; and (viii) Customer shall use the Software Product solely for law enforcement purposes and to the extent permitted by laws and regulations applicable to Customer and by this Addendum. Customer represents and warrants that it has the right to use the Software Product in all manners and purposes for which it uses the Software Product. Customer shall be liable for its agent's breach of this Addendum as if such breach had been committed by Customer.

PRICING, TERMINATION AND ACCOUNT INACTIVATION. This Addendum shall become effective upon the earlier of LN's grant of access to the Software Product, LN's acceptance of Customer's order for the Software Product, or the date set forth on the Schedule A provided by LN and executed by Customer which is incorporated into this Addendum by reference ("Schedule A"). LN may terminate this Addendum and/or all access to data files immediately and without notice if (i) any fee is not received within the time periods provided above; or (ii) LN has a reasonable basis to believe that Customer or any of its employees or agents have used or will use the Software Product in connection with any violation of applicable laws, regulations, or the scope of the license granted hereunder or have committed or will commit hostile network attacks or other improper activities. Unless otherwise stated in the Schedule A, either party may terminate this Addendum at any time, with or without cause, upon at least thirty (30) days prior written notice to the other party. Refunds shall not be granted in the event of early termination of this Addendum by Customer without cause. If LN terminates this Addendum without cause, LN shall refund the prorated portion of those license fees actually paid by Customer for the Software Product applicable to the pre-paid period that would have been remaining. Upon termination, Customer shall immediately cease using the Software Product and shall dispose of all copies of the Software Product, Documentation, and any other Software Products or materials received from LN by either returning same to LN or erasing, purging or destroying same. Upon request, Customer shall provide LN with a written statement signed by a duly authorized representative certifying that all such Software Product, Documentation, and other products or materials received from LN have been duly returned, erased, purged and destroyed.

DESCRIPTION OF LIMITATIONS. Customer agrees not to modify, adapt, reproduce, distribute, resell, retransmit, merge with any other program, prepare derivative works based on, demonstrate, translate, or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software Product, except: (i) Customer may install or access the Software Product and/or Documentation on or from Customer's computer hard drives (including network or server computers) only as needed to exercise the license rights granted herein; (ii) Customer may make one (1) copy each of the Software Product, if applicable, and Documentation for each site where the Software Product is in authorized use under this Addendum for use only as a backup; and/or (iii) to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Customer must first give LN notice of its intention to engage in any such activity expressly permitted by applicable law sufficiently in advance thereof to permit LN to determine for itself beforehand if such activity is so permitted. Any copy of the Software Product or Documentation made by Customer shall contain all copyright, trade secret, trademark and other proprietary rights notices or logos as are in the original.

UPDATES. Updates to the Software Product will be made available from time to time by LN, at its sole discretion.

NOTIFICATION OF ERRORS. If Customer notifies LN of any area of the Software Product that gives unexpected or apparently incorrect results, LN will, in its sole and absolute discretion, (i) examine and/or (ii) make necessary modifications in that area. LN invites Customer's feedback concerning the Software Product and Documentation or any bugs, errors, or other problems discovered. Customer will not include its own confidential information in such suggestions and LN will have no confidentiality obligations with respect thereto. Customer agrees that LN and its designees may copy, modify, create derivative works, display, disclose, distribute, license and sublicense, incorporate, and otherwise use any or all of the suggestions, including derivative works thereof, for any purpose.

U.S. GOVERNMENT USE. Customer acknowledges and agrees that the Software Product and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Subpart 227.72 and FAR Section 12.212, as applicable, and any use, modification, reproduction, release, performance, display, provision, or disclosure of the Software Product or

Documentation by the U.S. Government shall be governed solely by the terms of this Addendum and shall be prohibited except to the extent expressly permitted by the terms of this Addendum.

MISCELLANEOUS. This Addendum applies to updates, supplements, add-on components, or service components of the Software Product that LN may provide or make available to Customer after the date Customer obtains the initial copy of the Software Product, unless they are accompanied by separate terms. LN reserves the right to discontinue the Software Product and related services. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. Customer acknowledges that the Software Product is of U.S. origin and subject to U.S. export jurisdiction. Any export and/or use of Software Product outside of the United States of America, and compliance with corresponding laws, Nation State regulations, taxes, and tariffs, are the sole responsibility of the Customer. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to the Software Product to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws. The failure or delay by either party in exercising any right, power or remedy under this Addendum shall not operate as a waiver of any such right, power or remedy. If any provision of this Addendum shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Addendum shall remain in full force and effect. The headings in this Addendum are inserted for reference and convenience only and shall not enter into the interpretation hereof. Unless otherwise specified in a Schedule A to this Addendum, all payments made pursuant to this Addendum shall be in United States Dollars.

ENTIRE AGREEMENT. This Addendum, including the Agreement, is the entire agreement between Customer and LN relating to the Software Product and this Addendum shall control if any conflict arises between the two. This Addendum supersedes all prior agreements (and any addenda or amendments thereto) and all other prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product, services, or any other subject matter covered by this Addendum. ANY ADDITIONAL OR DIFFERENT TERM WHICH MAY APPEAR IN ANY PURCHASE ORDER OR OTHER DOCUMENT ORIGINATING WITH CUSTOMER IS HEREBY OBJECTED TO AND REJECTED, AND TO THE EXTENT THAT THERE IS ANY CONFLICT BETWEEN ANY SUCH TERM AND ANY TERM OF THIS ADDENDUM, THE APPLICABLE TERM OF THIS ADDENDUM SHALL CONTROL.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____