

ACCURINT CRIME ANALYSIS WORKSTATION END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is a binding contract between the Customer identified below ("User") and LexisNexis Risk Solutions FL Inc. ("LN"). LN reserves all rights not expressly granted to User in this EULA. As used herein, the term "User" shall include any employees of User who are permitted to use the Software Product pursuant to this EULA.

GRANT AND SCOPE OF LICENSE. LN grants User, a limited, non-exclusive, non-transferable right to install and/or use the Accurint Crime Analysis Workstation software and/or service which this EULA accompanies (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 User complies with all of the terms and conditions of this EULA, and does so in strict accordance with the following conditions: (i) User shall use the Software Product to scan data of and for the User only; (ii) User shall use the Software Product solely for User's own internal law enforcement purposes; (iii) User 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) User shall not reveal any links, user accounts, or passwords for the Software Product to third parties (other than to agents of User that have been pre-authorized in writing by LN and who have a need to know such information); (v) User shall not use the Software Product to create a product or service that would compete with the Software Product; (vi) User 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) User shall use the Software Product in accordance with the requirements of all applicable laws and regulations; and (viii) User shall use the Software Product solely for law enforcement purposes and to the extent permitted by laws and regulations applicable to User and by this EULA. User 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. User shall be liable for its agent's breach of this EULA as if such breach had been committed by User.

PRICING, TERMINATION AND ACCOUNT INACTIVATION. This EULA shall become effective upon the earlier of LN's grant of access to the Software Product, LN's acceptance of User's order for the Software Product, or the date set forth on the Schedule A provided by LN and executed by User which is incorporated into this EULA by reference ("Schedule A"). LN may terminate this EULA and/or all access to data files immediately and without notice if (i) any fee is not received within the time periods provided above; (ii) LN has a reasonable basis to believe that User 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; or (iii) User fails to strictly comply with the requirements of the section entitled CONFIDENTIAL INFORMATION. User's license fees shall be as stated in the Schedule A. All payments not paid when due shall accrue interest at the lower of the rate of one and one half percent (1.5%) per month or the highest legally permissible rate. Unless otherwise stated in the Schedule A, either party may terminate this EULA 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 EULA by User without cause. If LN terminates this EULA without cause LN shall refund the prorated portion of those license fees actually paid by User for the Software Product applicable to the pre-paid period that would have been remaining. Upon termination, User 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, User 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.

PROPRIETARY RIGHTS. This EULA does not transfer ownership of the Software Product, the Documentation or any copy thereof, or any other intellectual property rights of LN. LN shall retain all right, title and interest in and to the Software Product, the Documentation and any copies thereof furnished to User or otherwise made by User hereunder, and all intellectual property embodied therein, including all rights and benefits afforded under United States copyright, patent, or trade secret law and international treaties. User shall use the Software Product consistently with LN's right, title and interest therein, shall promptly notify LN of any threatened or actual infringement thereof, and shall cooperate without charge (provided that LN will reimburse out of pocket expenses) in LN's efforts to protect its rights therein.

CONFIDENTIAL INFORMATION. User and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees

of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this EULA and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret under applicable law.

DESCRIPTION OF LIMITATIONS. User 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) User may install or access the Software Product and/or Documentation on or from User's computer hard drives (including network or server computers) only as needed to exercise the license rights granted herein; (ii) User 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 EULA for use only as a backup; and/or (iii) to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. User 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 User 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 User 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 User's feedback concerning the Software Product and Documentation or any bugs, errors, or other problems discovered. User will not include its own confidential information in such suggestions and LN will have no confidentiality obligations with respect thereto. User 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.

DISCLAIMER OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LN AND ITS DISTRIBUTORS AND SUPPLIERS DISCLAIM ANY WARRANTY (WHETHER EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR THE CORRECTNESS, COMPLETENESS OR CURRENTNESS OF ANY DATA OR RESULTS, WITH RESPECT TO THE SOFTWARE PRODUCT, DOCUMENTATION, AND SUPPORT SERVICES, ALL OF WHICH ARE BEING PROVIDED ON AN "AS IS" BASIS. ANY STATEMENTS REGARDING THE SOFTWARE PRODUCT OR SUPPORT SERVICES MADE BY A DISTRIBUTOR OR OTHER THIRD PARTY ARE NOT WARRANTIES AND CANNOT BE RELIED UPON BY USER. THE ENTIRE RISK ARISING OUT OF USE OF THE SOFTWARE PRODUCT AND SUPPORT SERVICES REMAINS WITH THE USER.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LN, ITS SUPPLIERS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, SOFTWARE PRODUCTION, OR DELIVERY OF THE SOFTWARE PRODUCT OR SUPPORT SERVICES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF LN OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER LN NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON LN OR ANY THIRD PARTIES, THEN USER AGREES THAT THE AGGREGATE LIABILITY OF LN AND/OR ANY THIRD PARTIES FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF LN AND/OR ANY THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS EULA, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE FEES ACTUALLY PAID BY USER TO LN FOR THE SOFTWARE PRODUCT AND/OR SUPPORT SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WERE DELIVERED OR PROVIDED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, AND USER COVENANTS AND PROMISES THAT USER WILL NOT SUE LN AND/OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN

IF LN AND/OR ANY THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT USER WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST LN AND/OR ANY THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY USER OF THE SOFTWARE PRODUCT OR SUPPORT SERVICES AT THE RATES CHARGED BY LN HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO USER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

INDEMNIFICATION. (a) LN will indemnify, defend and hold harmless User from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees) finally awarded by a court or agreed to in a settlement agreement arising as a result of or in connection with any claim that an unmodified Software Product or Documentation, when used in accordance with this EULA, infringes a United States patent or United States registered copyright, subject to User's compliance with all of the provisions of subsection (c) below; (b) User, to the extent permitted under applicable law, will indemnify, defend and hold harmless LN and any third parties from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees) arising from or in any way related to the use of the Software Product or Documentation by User, subject to LN's compliance with all of the provisions of subsection (c) below; (c) (i) The indemnified party must promptly give written notice of any claim to the indemnifying party; (ii) the indemnified party must provide any assistance which the indemnifying party may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by the indemnifying party); and (iii) the indemnifying party has the right to control the defense or settlement of the claim; provided however, that the indemnified party shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. (d) The provisions of the preceding subsections notwithstanding, LN will not have any duty to indemnify, defend or hold harmless User with respect to any claim of infringement resulting from (i) User's misuse of the Software Product; (ii) User's failure to use corrections made available by LN; (iii) User's use of the Software Product in combination with any Software Product or information not provided or authorized in writing by LN; or (iv) any information, direction, specification or materials provided by User or any third party. IF AN INJUNCTION OR ORDER IS ISSUED RESTRICTING THE USE OR DISTRIBUTION OF ANY OF THE SOFTWARE PRODUCT OR DOCUMENTATION, OR IF LN DETERMINES THAT THE SOFTWARE PRODUCT OR DOCUMENTATION ARE LIKELY TO BECOME THE SUBJECT OF A CLAIM OF INFRINGEMENT OR VIOLATION OF ANY PROPRIETARY RIGHT OF ANY THIRD PARTY, LN SHALL IN ITS SOLE DISCRETION AND, AT ITS OPTION (i) PROCURE FOR USER THE RIGHT TO CONTINUE USING, REPRODUCING, AND DISTRIBUTING THE SOFTWARE PRODUCT AND DOCUMENTATION; (ii) REPLACE OR MODIFY THE SOFTWARE PRODUCT AND DOCUMENTATION SO THAT THEY BECOME NON-INFRINGEMENT, PROVIDED SUCH MODIFICATION OR REPLACEMENT DOES NOT MATERIALLY ALTER OR AFFECT THE SPECIFICATIONS FOR OR THE USE OR OPERATION OF THE SOFTWARE PRODUCT; OR (iii) TERMINATE THIS EULA AND REFUND ANY FEES ON A PRO RATA BASIS FOR LOST USE DURING THE THEN-REMAINING TERM WHEN TERMINATION OF THIS EULA OCCURS. THE FOREGOING REMEDIES CONSTITUTE USER'S SOLE AND EXCLUSIVE REMEDIES AND LN'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT CLAIMS OR ACTIONS.

U.S. GOVERNMENT USE. User 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 EULA and shall be prohibited except to the extent expressly permitted by the terms of this EULA.

ASSIGNMENT. This EULA shall not be assigned by either party without the advance written consent of the other, provided that LN may assign this EULA to a subsidiary or affiliate, or to a successor to all or a substantial portion of its business, without obtaining User's consent. Upon such assignment: (i) LN shall advise User of such transfer and (ii) the transferee entity shall expressly assume all obligations hereunder. This EULA shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Any purported assignment in violation hereof shall be void.

FORCE MAJEURE. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this EULA (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, terrorism, floods, earthquakes, fires, and explosions.

SURVIVAL. Those provisions of this EULA that by their terms, nature or sense survive any termination or expiration of this EULA shall so survive in accordance with their terms, including but not limited to provisions related to intellectual property ownership and proprietary rights, limitations of liability, payment for product or services, disclaimer of warranties, and nondisclosure of confidential information.

PROMOTIONAL RELEASE. User shall not name LN or refer to the use of LN products or services in any publication, news release, advertisement, or promotional or marketing materials.

MISCELLANEOUS. This EULA applies to updates, supplements, add-on components, or service components of the Software Product that LN may provide or make available to User after the date User 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. This EULA is governed by and construed in accordance with the municipal, state or federal law(s) applicable to User, without effect to conflict of laws principles. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. User 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 User. User 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, User shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. User 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. User 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 EULA shall not operate as a waiver of any such right, power or remedy. If any provision of this EULA 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 EULA shall remain in full force and effect. The headings in this EULA are inserted for reference and convenience only and shall not enter into the interpretation hereof. Unless otherwise specified in a Schedule A to this EULA, all payments made pursuant to this EULA shall be in United States Dollars.

ENTIRE AGREEMENT. This EULA and the Schedule A constitute the entire agreement between User and LN relating to the Software Product and the services (if any) and supersedes all prior EULAs or 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 EULA. ANY ADDITIONAL OR DIFFERENT TERM WHICH MAY APPEAR IN ANY PURCHASE ORDER OR OTHER DOCUMENT ORIGINATING WITH USER IS HEREBY OBJECTED TO AND REJECTED, AND TO THE EXTENT THAT THERE IS ANY CONFLICT BETWEEN ANY SUCH TERM AND ANY TERM OF THIS EULA, THE APPLICABLE TERM OF THIS EULA SHALL CONTROL. Notwithstanding the foregoing, however, (i) this EULA shall be superseded by the terms of any agreement accompanying any update or subsequent version of the Software Product, whether presented by click-wrap mechanism or otherwise, and (ii) by renewing this EULA, User agrees to and shall comply with, effective as of the first day of each renewal, all changes to this EULA of which LN has notified User via on-line click-wrap amendments or User bulletins.

AUTHORIZATION AND ACCEPTANCE

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

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____