



FINDER SOFTWARE SOLUTIONS, LLC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) governs participation in the FINDER Data Sharing Network, including but not limited to use of the FINDER Platform, Finder Investigate, and Finder Pawn modules (collectively, the “Platform”), regardless of whether the user accesses the system for data contribution, query, or both. This MOU shall terminate, supersede, and replace all prior MOUs, agreements, and understandings (oral, clickwrap, or written) between Agency and FSS regarding access to, and use of, the Platform as of the Effective Date (defined below).

BACKGROUND

FINDER (Federated Integrated Network for Data Exchange and Retrieval) is an information-sharing platform developed in cooperation with law enforcement. Its mission is to enhance officer safety, improve investigative efficiency, and reduce crime by enabling cross-jurisdictional access to criminal justice data in connection with criminal investigations. Built on over two decades of collaboration, FINDER empowers agencies by providing a unified, cross-jurisdictional view of records and intelligence to enable agencies to detect patterns more quickly and close cases faster.

The agency entering into this MOU (“Agency”) desires to access and use FINDER for cross-jurisdictional sharing of police records. Agency also desires to share data and records collected by or on behalf of the Agency (collectively, the “Agency Data”) with other government agencies authorized by FSS to use FINDER (“Authorized Agencies”). FINDER Software Solutions, LLC, a Florida limited liability company with its principal office located at 4185 35th Street N, St. Petersburg, FL 33714 (“FSS” or “Service Provider”) desires to provide Agency with access to the Platform, subject to certain terms and conditions.

TERMS

The Agreement. Use of the Platform (including both access and contribution of Agency Data to the Platform) is governed by this MOU, and the “FINDER Terms” available at <https://findersoftware.com/legal/> as of the Effective Date (defined below). Platform users may also be required to agree to “User Platform Access Terms” prior to accessing the Platform. This MOU, the FINDER Terms, and the User Platform Access Terms are collectively referred to as the Agreement and the terms in those documents are collectively referred to as the “Applicable Terms.”

Acceptance. By executing this MOU or submitting an Order (defined below) referencing this MOU, Agency accepts the Agreement and agrees to abide by, and to require its users to abide by, all Applicable Terms (defined below). The “Effective Date” of this Agreement shall be the earlier of the date this MOU is signed and the date on which FSS receives an Order referencing this MOU. Use of the Platform in the absence of an MOU is governed by the FINDER Terms and the User Platform Access Terms.

Applicable Terms. Use of the Platform is conditioned on compliance with the Agreement and acceptance of all of its terms, including the terms in this MOU, the FINDER Terms (including its incorporated documents), and the User Platform Access Terms (collectively the “Applicable Terms”). In the event of a conflict, the terms of an MOU executed by both Agency and FSS shall prevail for that Agency, followed by the FINDER Terms, and then the User Platform Access Terms. Any additional or contradictory terms in any purchase order or similar ordering document (collectively an “Order”) are expressly rejected and shall be null and void. Access and use of the Platform reconfirms acceptance of the Agreement and rejection of any such additional or contrary terms in any Order or similar document or communication.

Authorized Users. An “Authorized User” is a person Agency has provided, or has asked FSS to provide, access credentials for the Platform, or who otherwise gains access credentials from Agency or Agency personnel. Pricing for access to the Platform depends on the number of Authorized Users. The number of Authorized Users shall be stated in an applicable Order that expressly references this MOU. Agency is responsible for ensuring that the number of Authorized Users does not exceed the number stated in the Order, and that each Authorized User complies with all Applicable Terms and is authorized to use the Platform on behalf of Agency.

Term and Assignment. The term (the “Term”) of this Agreement consists of the Initial Term and all Renewal Terms (defined below). Unless otherwise expressly stated on the Order, the “Initial Term” begins on the Effective Date and continues for three (3) year. After the Initial Term, the Agreement shall automatically renew for successive one-year periods (“Renewal Terms”) unless either FSS or Agency gives written notice of non-renewal at least thirty (30) days before the expiration of the then-current Initial Term or Renewal. Otherwise, renewal for the next renewal term will be automatic. The Term may terminate earlier than the end of the then-current Initial Term or Renewal Term only as expressly set forth in the FINDER Terms or elsewhere in this MOU. Any assignment of this Agreement or any right, duty, or obligation arising hereunder by Agency without FSS’s prior written consent is null and void. FSS may encumber or assign or otherwise transfer this Agreement or any of its rights or obligations hereunder in connection with a reorganization, merger, consolidation,



divestiture, sale or transfer of securities or assets, financing or investment transaction, or any transaction similar to any of the foregoing.

Payment. Upon the commencement of the Term and upon commencement of each successive renewal term, Agency shall pay to FSS an annual subscription fee in the amounts set forth in the applicable Order (the “Annual Fee”). Upon providing written notice to Agency at least sixty (60) days prior to the commencement of any renewal term, FSS may increase the Annual Fee for that renewal term provided that such increase shall not exceed 3% over the prior year’s Annual Fee. Agency shall remit payment to Service Provider within forty-five (45) days of receipt of Service Provider’s invoice. Late payments may be subject to a service charge of 1.5% per month or the maximum amount allowable by law. Agency shall notify Service Provider of any disputes with an invoice within fifteen (15) calendar days of receipt of such invoice. In the absence of a written notice of dispute within that time period, the invoice will be deemed accepted. The Parties agree to cooperate and work diligently to resolve any such dispute in good faith.

Compliance. Agency is subject to applicable federal laws, laws of its jurisdiction, and its own regulations and policies (collectively “Applicable Laws, Regulations, and Policies”). FSS does not provide legal advice. It is the sole responsibility of Agency to ensure that its use of the Platform (including without limitation collection and contribution of Agency Data) is in compliance with all Applicable Laws, Regulations, and Policies. In addition to any warranty disclaimers in the FINDER Terms, Agency understands and agrees that FSS offers no legal advice and makes no warranties whatsoever, express or implied, in connection with Agency’s compliance with its legal obligations.

Execution and Signature. This Agreement shall be executed by an authorized representative of Agency and FSS. The undersigned represent that they have the authority to bind the respective Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

AGENCY:

Agency Name: _____

By: _____

Title: _____

Date: _____

FINDER SOFTWARE SOLUTIONS, LLC:

By: _____

Name: _____



Title: _____

Date: _____

