

## FINDER SOFTWARE SOLUTIONS, LLC

### FINDER TERMS

The Federated Integrated Network for Data Exchange and Retrieval (“FINDER” or the “Platform”) is an information-sharing platform developed in cooperation with law enforcement agencies. The Platform is offered by 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”). Law enforcement agencies may gain access to the Platform for use by their authorized users either by entering into a Memorandum of Understanding (“MOU”) with FSS, or by allowing their Authorized Users to access the Platform subject to “User Platform Access Terms” agreed to at the time of access.

These FINDER Terms incorporate by reference (i) the FSS Data Processing Agreement available at <https://findersoftware.com/data-processing/>, (ii) the FSS Privacy Policy available at <https://findersoftware.com/privacy-policy/>, and (iii) the FSS CJIS Compliance Statement available at <https://findersoftware.com/cjis-statement/>. The MOU (if any), these FINDER Terms together with its incorporated documents and any applicable schedules, 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.” Access to, and use of, the Platform is strictly conditioned on acceptance of, and compliance with, all Applicable Terms.

For those Agencies that execute an MOU, acceptance of the Agreement occurs when a representative of the Agency (i) executes the MOU or (ii) provides a purchase order or similar ordering document (an “Order”) to FSS that references that MOU, whether it has been signed or not. For Agencies that do not enter into a separate MOU, the Agreement is accepted upon acceptance of the User Platform Access Terms by an Authorized User. By entering into an MOU, providing an Order, or accepting the User Platform Access Terms, the applicable signatory, sender, or user represents that they are authorized to accept the Agreement and all its Applicable Terms on behalf of Agency.

In the event of a conflict between an applicable MOU and the FINDER Terms or User Platform Access Terms, the terms and conditions of the MOU shall prevail. In the event of any other conflict among the Applicable Terms, the terms of these FINDER Terms shall prevail over any inconsistent or conflicting terms in the User Platform Access Terms. In the event of any conflict among the terms or provisions of any of the documents incorporated by reference into these FINDER Terms, the terms in the body of these FINDER Terms shall prevail over any terms or provisions in any incorporated documents.

The Agreement is a legal contract between the applicable Agency and FSS, and the Agency is responsible for ensuring that all persons or systems that access the Platform comply fully with all Applicable Terms. The User Platform Access Terms are also a legal agreement between the applicable user and FSS governing that user’s use of the Platform.

**1. Access and Use Finder Platform; Authorized Users.** Subject to the terms and conditions contained in this Agreement, FSS hereby grants Agency a revocable, non-exclusive, non-transferable right, during the Term, for Authorized Users to access and use the Platform solely for Agency’s lawful purposes and subject to any limitations set forth in an applicable MOU or Order. Such access and use are limited to Agency personnel who the Agency has authorized to use the Platform (“Authorized Users”), which may not exceed the maximum number of users (if any) stated in an applicable Order or MOU. Agency acknowledges and agrees that it is Agency’s sole responsibility to ensure that only Authorized Users access the Platform using credentials provided or made available to the Agency, that the Authorized Users are permitted to have access to the information contained in and submitted to the Platform (including but not limited to any information considered Criminal Justice Information or information subject to confidentiality duties and



obligations), and that all Authorized Users comply fully with all Applicable Terms. FSS reserves the right to suspend or terminate any person's (including any Authorized Users') access to the Platform for any reason including, but not limited to, a reasonable suspicion of use beyond the limits set forth in an applicable MOU or Order, or violations any Applicable Terms.

2. **Restrictions.** Except as otherwise expressly authorized in this Agreement, Agency will not, and will not encourage or assist third parties to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying protocols, structure, ideas, know-how, or algorithms relevant to the Platform or any software made available to Agency by FSS in connection with the Platform (except to the extent such a restriction is impermissible under applicable law); (ii) provide, sell, resell, transfer, sublicense, lend, distribute, rent, or otherwise allow anyone or anything other than Authorized Users to access or use the Platform; (iii) copy, modify, create derivative works of, or remove proprietary notices from the Platform; (iv) use the Platform for personal, commercial, or other non-law enforcement purposes; or (v) scrape or harvest data from the Platform to train or enhance an artificial intelligence, create or enhance a product or service, or for any use other than authorized use of the Platform for law enforcement purposes.

3. **Pricing and Payment.** Pricing and payment terms shall be set forth in an applicable MOU or Order. To the extent there is no applicable MOU or Order, use of the Platform is without charge.

4. **Data Ownership.** Subject to the right and license granted in Section 5 of these FINDER Terms, Agency and FSS acknowledge and agree that, to the extent permitted by applicable law, all rights in and to data Agency or its personnel uploads or provides to the Platform ("Contributed Data") remain with the Agency and Agency retains ownership, control, and responsibility for the Contributed Data. FSS agrees that it will only use Contributed Data to fulfill the purposes of this Agreement and make the Contributed Data available to third-party law enforcement agencies, or as otherwise permitted or required by law. Agency may modify or delete Contributed Data at any time in its sole discretion.

5. **Right to Use and Share Contributed Data.** Agency hereby grants to FSS a non-exclusive, non-transferable, royalty-free, perpetual right and license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute the Contributed Data via the Platform for the purposes of fulfilling this Agreement, testing and improving the Platform, and making the Contributed Data available to other law enforcement agencies. The Parties acknowledge and agree that Agency otherwise retains sole ownership and responsibility for all data and information it contributes to the Platform. Without limiting the foregoing:

- a. **National and Third-Party Information Platform Data Sharing.** Agency expressly consents to and authorizes FSS to disclose Contributed Data to federal-government operated law enforcement information sharing systems including, but not limited to, the FBI's National Data Exchange ("N-Dex") and the Law Enforcement Information Exchange ("LinX") (such federal information sharing systems "National Information Platforms") and other platforms, systems, services, or partners that support criminal justice, public safety, and/or United States national security objectives as identified and authorized by FSS ("Third Party Information Platforms"). Agency may opt-out of sharing Contributed Data with National Information Platforms by providing written notice of opt-out to FSS in accordance with the terms and conditions of this Agreement.
- b. **Authorized Agency Data Sharing.** Agency expressly authorizes FSS to make Contributed Data available through the Platform to other law enforcement agencies who participate in the FINDER network and FINDER partner agencies (collectively "Authorized Agencies").



Agency understands and agrees that Contributed Data may be used by Authorized Agencies in connection with federated search capabilities, investigative intelligence sharing, or analytical tools provided to Authorized Agencies. FSS shall use reasonable efforts to ensure that Authorized Agencies are subject to the same access controls, user restrictions, and legal limitations applicable to Agency and its Authorized Users.

- c. **Third-Party Access Acknowledgement.** Agency understands and agrees that the Contributed Data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Authorized Agencies, National Information Platforms, and Third Party Information Platforms. Agency acknowledges that these third parties are not under FSS control and FSS is not responsible for the manner in which such third parties use, retain, access, disclose, or safeguard the Contributed Data. FSS shall have no obligation to require Authorized Agencies, National Information Platforms, or Third Party Information Platforms to return, modify or delete any Contributed Data, or otherwise condition or restrict their use of Contributed Data.
- d. **RF Data Acknowledgement.** Certain data or information accessed from the Platform, or contributed to the Platform, could include radio-frequency data or geo-positioning data. Radio-frequency data includes data obtained through radios or devices that collect signals transmitted from devices in the possession of or near an individual (“RF Data”). RF Data may include information such as, but not limited to, electronic identifiers of the transmitting device (for example a MAC Identifier), advertising identifiers, the names of networks or devices the transmitting device has been in communication with, and other related data commonly exchanged when devices connect to, or communicate with, one another. Devices that transmit RF Data may include cellular phones, computers, tablets accessory devices such as watches and headphones, IOT devices, devices or accessories installed in automobiles, and any other device that transmits digital information to other devices using radio signals encoding digital data. RF Data may also include location data (“Geolocation Data”). Geolocation Data may include GPS coordinates; locations where the RF Data was acquired; location data determined based on cell tower usage, signal strength and direction, or triangulation, or the location of devices with which the device recently communicated; or location data determined or estimated from other means such as third-party services. RF Data may include information sufficient to identify an individual sufficiently to qualify as personal information or personal identifying information which may be protected under privacy laws or privacy policies. To the extent RF Data includes, or is used to derive, Geolocation Data, such data may also be subject to protections under various privacy laws or privacy policies controlling the access and use of data relating to a person’s location. Agency acknowledges, understands, and agrees that Agency is solely responsible for legal and regulatory compliance when accessing, collecting, storing, sharing and using RF Data, including Geolocation Data. Agency and its Authorized Users are also solely responsible for determining the extent to which a search warrant, user permission, an active investigation, or other authorization is required prior to the collection or use of RF Data. FSS makes no warranties or representations regarding any legal or regulatory framework that may or may not apply to the collection or use of RF Data. Agency and its Authorized Users assume any and all risk (including without limitation compliance risk) in connection with the collection, use, and sharing of RF Data and any related Geolocation Data accessed, obtained, shared, or used in connection with the Platform.



6. **Terms for use of FINDER Pawn.** FINDER Pawn is an optional component of the Platform that facilitates secure collection and monitoring of pawn, secondhand goods, and scrap metal transaction data. To the extent Agency uses FINDER Pawn, the following additional terms and conditions apply:
- a. **Service Provider Responsibilities:** FSS will use commercially reasonable efforts to provide Agency with access to the FINDER Pawn system for collection and review of pawn and secondhand dealer data and will secure Transaction Data using administrative, technical, and physical safeguards as required by law. FSS will also provide reasonable system documentation for use by Agency Authorized Users and shop users.
  - b. **Data Sharing Authorization:** Agency expressly authorizes FSS to make pawn transaction data available to other authorized FINDER participants as Contributed Data, subject to the terms and conditions of this Agreement.
  - c. **No Responsibility for Compliance or Accuracy:** Without limiting any other disclaimers, limitations, or terms in the Agreement, Agency understands and agrees that FSS is not responsible for: (i). accuracy, completeness, or timeliness of shop-entered data; (ii) enforcing compliance with local shop reporting laws; or (iii) reviewing or validating data submitted by shops.
  - d. **Agency Responsibilities:** Agency, and not FSS, is responsible for (i) managing user and shop accounts; (ii) ensuring shops submit data as required by law; (iii) validating and monitoring transaction data quality; and (iv) ensuring that FINDER Pawn is accessed and used only by those persons authorized to use the FINDER Pawn system, and that all such use is compliant with all applicable laws, regulations, and policies.
  - e. **Optional Configuration Support:** If requested, FSS may assist with onboarding and import setup at additional cost.
  - f. **Ownership of Collected Data:** As between Agency and FSS, FINDER Pawn data remains Agency property. Agency controls use and removal of FINDER Pawn Data. FSS obtains no additional rights in or to FINDER Pawn data other than the right to use such data as necessary to perform its obligations under this Agreement, and the right to store, process, use, and share such data as Contributed Data. Unless expressly opted out in an applicable MOU executed by FSS and Agency, Agency consents to sharing pawn data with national law enforcement platforms.
  - g. **Term and Termination.** This terms and conditions in this Section 6 shall be effective upon the Effective Date of the Agreement and shall remain in effect for the duration of the Term provided, however, that either Agency or FSS may terminate the provisions of this Section 6 in writing for convenience by providing the other party with sixty (60) days' prior written notice. Such termination shall have no effect on any other terms and conditions of the Agreement, all of which shall remain in full force and effect.

7. **Agency Warranty.** Agency acknowledges that Contributed Data may include Criminal Justice Information ("CJI"), personal information, or other types of information that are or may be governed and regulated by applicable statutes, rules, regulations, and policies including but not limited to the Criminal Justice Information Services (CJIS) Security Policy, data privacy and data protection laws, rules, regulations and standards or other applicable laws, rules, regulations and policies related to the collection, storage, protection, use, processing, and disclosure of data and information including "personal information" as that term is defined under applicable laws (collectively, "Protected Data"). Agency acknowledges that the collection, storage, use, and disclosure of Protected Data is Agency's, and not FSS's, responsibility. FSS does not control collection or use of such data and does not undertake to serve as a backup or disaster recovery service in connection with such data. Agency represents, warrants, and covenants that (i) Agency will not transmit, store, integrate, import, display, distribute, use, or otherwise make available any Contributed Data, Protected Data, or other data or information to FSS or the Platform that is, or is obtained in a manner that is, unauthorized or illegal or contrary to an applicable policy or



regulation and (ii), without limiting the foregoing, Agency has all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required by any applicable laws, regulations, or policies to provide such data to the Platform and enable FSS to process such data (including but not limited to PII and CJI) for the purposes set forth in, and according to the terms and conditions of, this Agreement. Agency further represents, warrants, and covenants it will not use (and will not allow its Authorized Users to use) the Platform for any improper or illegal purposes, including but not limited to: (a) discrimination; (b) harassment; (c) compromising information and data security or confidentiality; (d) harmful or fraudulent activities; (e) violation of privacy or constitutional rights or other rights of individuals or organizations; or (f) violation of third-party contractual agreements or local, state, federal, or international laws, regulations, or ordinances. Agency, not FSS, remains solely liable and responsible for all data that Agency stores, integrates, or imports, exports, or uses in connection with the Platform, including but not limited to Protected Data.

**8. Agency Acknowledgement.** Agency acknowledges that the Platform may connect to third party databases and information sources that FSS does not own or control and FSS makes no warranties or representations in connection with the data in the Platform. Data that Agency accesses and/or produces through use of the Platform (and the conclusions drawn therefrom) are done at Agency's own risk and Agency will be solely liable and responsible for any damages or losses to any party resulting therefrom. 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 ELSEWHERE IN THIS AGREEMENT, 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.

**9. CJIS Security Addendum and Service Provider Obligations.** In recognition of FSS's role in supporting criminal justice functions and handling Criminal Justice Information ("CJI"), the following terms apply:

- a. This Agreement aligns with the FBI CJIS Security Policy, currently Version 5.9.1, and FSS agrees to maintain compliance with that policy and any future updates issued by the FBI CJIS Division. Where FSS performs criminal justice functions or has access to unencrypted CJI, it shall fully comply with the CJIS Security Policy and the CJIS Security Addendum as required under 28 CFR §20.33.
- b. FSS shall ensure that any FSS personnel with access to CJI are fingerprint-based background screened, receive appropriate CJIS security awareness training, and follow administrative, physical, and technical safeguards consistent with CJIS requirements.
- c. This Agreement incorporates by reference the CJIS Security Addendum for vendors and contractors handling CJI. A full copy of the Addendum is available at: [https://www.fbi.gov/file-repository/cjis/cjis\\_security\\_policy\\_v5-9\\_20200601.pdf/view](https://www.fbi.gov/file-repository/cjis/cjis_security_policy_v5-9_20200601.pdf/view)
- d. For questions related to CJIS compliance, security protocols, or personnel access requirements, agencies may contact FSS at: [admin@findersoftware.com](mailto:admin@findersoftware.com). FSS acknowledges that misuse or unauthorized access to CJI by its personnel may result in termination of access or contractual remedies as determined by the contracting Agency or the applicable CJIS Systems Officer ("CSO").

**10. Term.** The term (the "Term") of this Agreement shall consists of the Initial Term and all Renewal Terms. In the event an Initial Term or Renewal Term is set forth in an applicable MOU or Order, such terms will apply to this Agreement. If there is no Initial Term or Renewal Term set forth in an MOU or Order, then the initial term of this Agreement shall commence on the date Agency personnel first access the





Platform and shall continue for three (3) years unless terminated earlier pursuant to this Agreement (the “Initial Term”). Thereafter this Agreement shall automatically renew for successive one-year terms “Renewal Terms”) until either Agency or FSS terminates this agreement by providing written notice sixty (60) days prior to expiration of the then-current Initial Term or Renewal Term.

#### **11. Early Termination.**

- a. **Termination for Convenience.** Either Agency or FSS may terminate this Agreement at any time, for any reason, by providing sixty (60) days prior written notice to the other party. If Agency elects to Terminate this Agreement for Convenience under this Section 10(a), FSS shall have no obligation to refund any fees, charges, or other amounts previously paid by or on behalf of Agency. In the event FSS elects to Terminate this Agreement for Convenience under this Section 10(a), FSS shall, as its sole and exclusive liability, provide a pro-rata refund of pre-paid, unearned fees actually received by FSS for use of the Platform for the period of time between the final day of the sixty (60) day notice period and the end of the then-current Initial Term or Renewal Term.
- b. **Termination for Cause.** FSS may suspend access to the Platform or terminate this Agreement immediately and without prior notice in the event that Agency materially breaches any provision of this Agreement or fails to fulfill its obligations hereunder. In the event of Termination for Cause by FSS, FSS shall have no obligation to refund any fees, charges, or other amounts previously paid by or on behalf of Agency. Agency may terminate this Agreement upon thirty (30) days prior written notice in the event FSS materially breaches any provision of this Agreement and fails to cure such breach prior to the end of such thirty (30) day period.

**12. Effect of Termination or Expiration.** Upon termination or expiration of this Agreement for any reason Agency’s right to access and use the Platform and any related documentation or intellectual property of FSS is immediately terminated; Agency shall cease all use and access of the Platform and its related documentation and, if requested by FSS, return or confirm deletion of any data, information, or records provided by FSS that FSS determines are FSS trade secrets or confidential information; and Agency and all Agency Personnel shall immediately cease all uses of the Platform. It is understood and agreed that termination of this Agreement shall not terminate Authorized Agencies’, National Information Platforms’, Third Party Information Platforms’, or FSS’s, rights to use and continue to share Contributed Data that had previously been contributed to the Platform by Agency.

**13. Warranty Disclaimer.** FSS PROVIDES THE PLATFORM ON AN “AS IS” BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND (WHETHER EXPRESS, OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE PLATFORM OR ANY RECORDS, DATA, OR INFORMATION ACCESSED BY AGENCY THROUGH THE PLATFORM. WITHOUT LIMITING THE FOREGOING, FSS EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. FSS ALSO DOES NOT WARRANT THAT THE PLATFORM OR ANY DOCUMENTATION RELATING THERETO OR DATA HOSTED THEREIN WILL MEET AGENCY’S REQUIREMENTS OR THAT OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE.

#### **14. Limitation of Liability.**

- a. **Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, SHALL THE TOTAL LIABILITY OF



**FSS, ITS MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS (COLLECTIVELY, THE “REPRESENTATIVES”) FOR ANY CLAIMS, DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, AGENCY’S USE OF THE PLATFORM OR ANY INFORMATION THEREIN, OR THE UNAVAILABILITY OF THE PLATFORM, EXCEED, IN THE MAXIMUM AGGREGATE, THE TOTAL FEES PAID BY AGENCY TO FSS FOR ACCESS TO THE PLATFORM IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED OR, IF THERE ARE NO SUCH FEES, ONE HUNDRED DOLLARS.**

- b. Waiver of Consequential Damages.** IN NO EVENT AND UNDER NO LEGAL THEORY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE SHALL FSS, OR ITS AFFILIATES, OR ITS SUPPLIERS, OR ANY OF THE REPRESENTATIVES OF THE FOREGOING BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR INTERRUPTION OF OPERATIONS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF FSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. Intellectual Property and Ownership.** Agency acknowledges and agrees that FSS and its licensors retain all rights, title, and interest in and to any patents, copyrights, trademarks, trade secrets, software, documentation, or other intellectual property developed, created, or utilized by FSS in connection with the performance of this Agreement including, but not limited to, all versions of the Platform, all APIs and utilities made available for integration with the Platform, all associated modules, enhancements, upgrades, parsers, and related tools making up or used in connection with the use, hosting or development of the Platform shall remain exclusively with FSS and its licensors. Nothing in this Agreement shall be construed as transferring or assigning any ownership rights in any of the foregoing or any intellectual property rights relating to the foregoing to Agency other than a limited right to access and use the Platform subject to this Agreement.

**16. Survival.** All provisions of this Agreement which by their nature are intended to survive termination (including but not limited to data ownership, limitations of liability and indemnification, intellectual property rights, and warranties and representations relating to Contributed Data of authorized uses shall remain in full force and effect.

**17. Entire Agreement.** This Agreement constitutes is complete and contains the entire understanding between the parties relating to the subject matter herein and supersedes any and all other agreements, proposals, negotiations, and communications, whether oral or written.

**18. Publicity.** Neither FSS nor Agency shall use the name, logo, or likeness of the other in publicity materials, press releases, advertising, or other public communications without the prior written consent of the other party, except that, during the Term and for six (6) months thereafter, Agency agrees that:

- a. FSS may share or promote Agency’s communications that are already publicly available, including those published via social media, news outlets, or public websites;
- b. FSS may use Agency’s name and logo in its marketing materials, including but not limited to, customer listings, website content, testimonials, reference calls, or service announcements related to the Platform; and



- c. FSS may share general information regarding Agency's participation with its affiliates for marketing, operational, and business development purposes.

**19. Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Agency and FSS shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**20. Export Regulation.** The Platform and data therein may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. Agency shall not, directly or indirectly, export, re-export, or release the any part of the Platform to any jurisdiction outside the U.S. Agency shall not, directly or indirectly, export, re-export, or release an any data obtained from the Platform to any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Agency shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making data or any related materials available outside the U.S.

**21. Amendments and Revisions.** FSS may update these FINDER Terms from time to time in its reasonable discretion. The version of these FINDER Terms in effect as of the date Agency or its personnel first use the Platform shall remain in effect and be binding on Agency during the Initial Term, regardless of any updates made by FSS. Upon commencement of each Renewal Term, the version of these FINDER Terms in effect sixty days prior to the commencement of the Renewal Term shall remain in effect and be binding on Agency during such Renewal Term. No other amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. To the extent an applicable MOU alters the FINDER Terms in any way, the terms in the MOU shall prevail and control for the entire Term.

**22. Choice of Law/Venue.** To the maximum extent permitted by applicable law, this Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflict of laws and all disputes arising under or relating to this Agreement or the Platform shall be brought and resolved solely and exclusively in the courts of State of Florida. To the extent applicable law prevents Agency from agreeing to a choice of venue provision, or in the event that FSS desires to seek injunctive or similar equitable relief, the parties agree that disputes arising under or relating to this Agreement may be brought and resolved in any court that may exercise personal jurisdiction over Agency.

**23. Miscellaneous.** Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate party at the address specified as its primary address in applicable public records or such other address as may be specified by such Party in writing. Notices may be delivered by certified mail, hand delivery, reputable international courier service with delivery confirmation, or email. Notice shall be deemed to have been given for all purposes (a) when received, if sent by certified mail, hand-delivered or sent by a reputable international courier service, or (b) upon receipt by the sender of a confirmation email from the recipient acknowledging receipt if sent by email. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof. FSS may encumber, 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. 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.

