

## FINDER SOFTWARE SOLUTIONS, LLC

### USER PLATFORM ACCESS TERMS

Effective Date: August 8, 2025

These FINDER Platform User Platform Access Terms (these “User Platform Access Terms”) govern your access to and use of the FINDER platform (the “Platform”), which is provided by FINDER Software Solutions, LLC a Florida limited liability company (“Company” or “FSS”).

BY CLICKING “I AGREE,” LOGGING IN, OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU (“AUTHORIZED USER”, “YOU,” OR “YOUR”) AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THESE USER PLATFORM ACCESS TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE USER PLATFORM ACCESS TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.

**Applicable Agreements.** The Platform is provided exclusively for use by law enforcement personnel who are expressly authorized to access the Platform by the law enforcement agency (“Agency”) for which they are employed (“Authorized Users”). Agencies may gain access to the Platform either by entering into a Memorandum of Understanding (“MOU”) with FSS, or by allowing their Authorized Users to access the Platform subject to these User Platform Access Terms and the FINDER Terms that are available at <https://findersoftware.com/legal> (the “FINDER Terms”). The 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), the FINDER Terms (including its incorporated documents), and these User Platform Access Terms (collectively the “Agreement”) comprise a legal agreement governing the access to, and use of, the Platform. Use of the Platform is conditioned on compliance with all terms and conditions of that Agreement (“Applicable Terms”). If an Agency does not agree to all Applicable Terms, then Agency personnel are not permitted to access or use the Platform. If you personally do not agree to comply with all Applicable Terms, then you may not access or use the Platform.

To the extent there is any conflict in the terms and conditions of an MOU executed by Agency and FSS, the FINDER Terms, or these User Platform Access Terms, the terms of the MOU shall govern and prevail, followed by the FINDER Terms, followed by these User Platform Access Terms.

**Authorized User.** You represent, warrant, and covenant that: (i) your Agency has authorized you to access and use the Platform for the purposes that you are using the Platform; (ii) you have passed all applicable background checks and satisfy the requirements imposed by



applicable laws, regulations, and Agency policies, including, without limitation, the Criminal Justice Information Services Security Policy (“CJIS Policy”); and (iii) your actual and intended access and use of the Platform and the information contained therein is permitted under all applicable laws, regulations, and policies. To the extent the FINDER Terms contains terms and conditions relating to the Agency, by agreeing to these User Platform Access Terms, You are agreeing on behalf of both the Agency and Yourself, and representing to FSS that you are authorized to do so.

**Restrictions.** You shall not and will not permit any third-party to: (i) copy, modify, translate, adapt, or create derivative works based on the Platform; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure of the Platform (except to the extent such right is guaranteed by applicable law); (iii) modify, alter, or tamper with the Platform, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Platform; (v) circumvent or disable any security or technological features of the Platform; (vi) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Platform; (vii) intentionally, knowingly, or negligently introduce (or seek to introduce) any virus, malware, or spyware into the Platform or any of its related software, systems, databases or networks; or (viii) assign, rent, lease, sell, sublicense, or otherwise transfer your rights to access and use the Platform.

**Account Security.** You understand and agree that your account on the Platform is solely for your use as authorized by your Agency. You may not share your username or password with any other person or otherwise permit any other person to access your account. Only one Authorized User may use your account; shared accounts are prohibited. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. If you have reason to believe that your Account has been compromised, you must immediately notify FSS and your Agency.

**Acceptable Use.** You represent, warrant, and covenant, that you will not: (i) access or use the Platform for any personal, commercial, or non-law enforcement purpose; (ii) use the Platform for any purpose that has not been authorized by your Agency; (iii) use the Platform in any manner that violates any law, regulation, or third-party right, including rights arising under privacy, contract, tort, due process, or any other theory; (iv) use the Platform to stalk, harass, discriminate against, or intimidate any person or group; (v) use the Platform in violation of privacy or constitutional rights of individuals or organizations; or (vi) access, contribute or use any records, data, information, or content that you are not lawfully authorized to access, contribute, or use in connection with your use of the Platform.

**Data Accuracy and Input.** To the extent you provide any data or information to the Platform, You represent and warrant that all data or information you input into the Platform is accurate and lawfully acquired. You agree You will not knowingly input or upload any inaccurate, false, or misleading information. **You, not FSS, remains solely liable and responsible for**



**all data that You store, integrate, or import or export using the Platform, including any personal or personally identifiable information.**

**Third Party Data and Information.** The Platform may connect to, store information from, or allow access to data provided by third parties, including other agencies and third-party databases or content sources (“Third Party Sources”). FSS does not own, control, or data. Access to data from Third Party Sources may be subject to terms, conditions, and agreements that govern its access and use. **You, not FSS, remains solely liable and responsible for ensuring that You have sufficient rights and licenses to access data from Third Party Sources and that all use of such data is compliant with all applicable laws, regulations, and agreements. It is up to you, and not FSS, to verify that you have the right to access and use third-party information accessed through the Platform.**

**Use of the Platform is at Your Own Risk.** Use of any information or data provided by the Platform and any conclusions drawn therefrom are done at Your own risk and You will be solely liable and responsible for any damage or losses to any party resulting therefrom. FSS DOES NOT PROVIDE LEGAL ADVICE. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR USE OF THE PLATFORM (INCLUDING WITHOUT LIMITATION DATA YOU OBTAIN FROM THE PLATFORM OR CONCLUSIONS YOU DRAW FROM YOUR USE OF THE PLATFORM) IS IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND POLICIES. FSS OFFERS NO LEGAL ADVICE AND MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH AGENCY’S COMPLIANCE WITH ITS LEGAL OBLIGATIONS OR THE LEGALITY OR ADMISSIBILITY OF ANY DATA OBTAINED FROM THE PLATFORM.

**Confidentiality.** The Platform, its documentation, and any information relating to its past, current, future or proposed operation is Company’s confidential information. You agree to protect that confidential information with the same degree of care normally used by your Agency to protect its own confidential information, but in no event less than that degree of care that a reasonably prudent person familiar with CJIS requirements would use to protect CJIS information. You will not disclose any such confidential information to any third party without the express consent of Company or your Agency, and you will not use any such confidential information for any purpose whatsoever other than your good faith use of the Platform as part of a law enforcement investigation. The foregoing restrictions shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient, and shall not be construed to prevent disclosure that is required by law, provided that you notify your Agency of the proposed disclosure before it occurs, and your Agency directs you to make such disclosure after having been notified. All provisions of the Agreement concerning this confidentiality section shall survive any termination thereof.

**Termination.** In addition to any rights of termination elsewhere in the Agreement, FSS may suspend or terminate Your access to the Platform at any time and without notice if:



- You violate, or FSS reasonably suspects that you violated or may violate, these User Platform Access Terms or any other terms or conditions of the Agreement;
- Your authorization from the Agency is revoked or expires; or
- The applicable Agency Agreement (if any) is terminated or expires for any reason.

Upon termination or expiration for any reason, you must immediately cease all access and use of the Platform.

**Disclaimer of Warranties.** THE PLATFORM AND THE INFORMATION THEREIN IS PROVIDED “AS IS” AND “AS AVAILABLE.” FSS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, OR NON-INFRINGEMENT; THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS; THAT ANY DATA ACCESSED THROUGH THE PLATFORM WILL BE ACCURATE OR RELIABLE OR ADMISSIBLE IN A COURT PROCEEDING.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ANY OF ITS AFFILIATES OR ANY OF THE COMPANY’S OR ITS AFFILIATES’ MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY THE “REPRESENTATIVES”) WILL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF OPERATIONS, UNAVAILABILITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS AFFILIATES OR DISTRIBUTORS WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. COMPANY AND ITS REPRESENTATIVES’ ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT WILL NOT 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.

**Governing Law.** To the maximum extent permitted by applicable law, the Agreement (including these User Platform Access Terms) 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 (or You as an employee of Agency) from agreeing to a choice of venue provision, or in the event that FSS desires to seek injunctive or similar equitable relief, then (and only then) disputes arising under or relating to this Agreement may be brought and resolved in any court that may exercise personal jurisdiction over You or Agency.



**Miscellaneous** If any provision of the Agreement or any portion thereof is found to be invalid or unenforceable, the invalid or unenforceable provision will be severed, and the remaining provisions shall remain in full force and effect. You and FSS agree that any such severed provision shall be deemed to have been amended such that it may be enforced to maximum extent that applicable law allows the enforcement of the intent of that provision. No waiver by any FSS of any of the provisions hereof will be effective unless FSS explicitly sets forth that waiver in a writing signed by an authorized representative of FSS. No failure of FSS to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement (including these User Platform Access Terms) will operate or be construed as a waiver. 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 You without FSS's prior written consent is null and void.

