

**Contract between Seisint, Inc. and the Florida Department of Law Enforcement regarding a License to Access Seisint's FACTS System and for Maintenance and Support of that License**

This Contract, made and entered into by and between Seisint, Inc. (hereinafter referred to as Seisint), a company duly authorized to do business in the state of Florida, whose business address is 6601 Park of Commerce Boulevard, Boca Raton, Florida 33487, and the Florida Department of Law Enforcement, a state agency (hereinafter referred to as FDLE); whose business address is Post Office Box 1489, Tallahassee, Florida 32302-1489, is for the purpose of setting out the terms and conditions under which Seisint will provide a License to enable FDLE to further participate in the Multistate Anti-terrorism Information Exchange (hereinafter referred to as MATRIX) Project, by permitting additional users (to be identified by FDLE) to access Seisint's FACTS System, more fully defined below; and under which Seisint will maintain and support that License.

The License procured by this Agreement is funded in part by a Byrne Grant from the U.S. Department of Justice to the State of Florida. FDLE is a member of the MATRIX Project Participant Group, presently consisting of a group of approximately 12 states which are seeking to facilitate the exchange of terrorism and other intelligence information by building and improving state intelligence databases and data integration capabilities, and establishing the connectivity of their criminal intelligence systems as nodes on the Regional Information Sharing Systems (RISS) secure intranet.

The MATRIX Project Participant Group has selected Seisint as the application service provider for the information system, known as the Factual Analysis Criminal Threat Solution (FACTS) System, to be used by the MATRIX Project Participant Group, herein referred to as the MATRIX System, as reflected in that certain Contract between the Institute for Intergovernmental Research (hereinafter referred to as IIR) and Seisint, whereby IIR, acting on behalf of the MATRIX States, agreed to reimburse Seisint, from a U.S. Department of Justice grant approved for this purpose (Grant Number 2003-LD-BX-0001, "Information Technology and Intelligence Sharing Support to the Multistate Pilot Project to Exchange Terrorism and Other Intelligence"), for the provision of Factual Data Analysis and Other Services to the MATRIX Project Participant Group. The initial transfer of data from and issuance of licenses to the MATRIX States for participation in the MATRIX System has begun pursuant to the Seisint-IIR Contract, which more fully describes the services provided by Seisint for the MATRIX Project.

IIR, prior to entering into the referenced Contract with Seisint, secured sole source approval from the U.S. Department of Justice Office of the Comptroller, in a Memorandum dated June 5, 2003, responding to the Office of Justice Programs, Bureau of Justice Assistance, Policy Division, for Seisint to provide data integration services and its proprietary analytical product to the MATRIX Project Participants.

In the development of this service, the proprietary product provided by Seisint for FDLE and the MATRIX Project Participants has been identified at different stages as FCIC+, the MATRIX Application, Factual Data Analysis and Other Services for the MATRIX Project and Law Enforcement Application Version 1.09 (and later versions). Seisint has designated the proprietary software and database components of the products and services it is providing for the MATRIX Project Participants the FACTS System, and it will be thus identified in this Contract. The parties acknowledge that at the time the process for sole source approval of this Contract was begun, the application software provided by Seisint was identified as Law Enforcement Version 1.09. While the the sole source approval request for the Contract was based on the characteristics, performance, and functionality of the earlier version of the software, that in no way negates the intent of this Contract that FDLE will continue to receive the benefit of updates and enhancements offered by Seisint during the life of this Contract.

### Terms and Conditions with Respect to License

1. FDLE agrees to pay Seisint the sum of \$1,600,000, in advance, for a license for up to 1000 additional named users to access Seisint's FACTS System. A listing of the named users authorized access by FDLE will be provided to Seisint by FDLE, in a separate document, as the same may be amended from time to time. FDLE designates Lori Mizell as the Account User Manager for recording and reporting the names of authorized Florida users of the FACTS System. Seisint's representative for this purpose shall be William D. Shrewsbury. The license is valid for the one-year period coterminous with the effective dates of this Contract. The users authorized by this license shall be in addition to the 34 user licenses for the State of Florida which have already been issued as part of the Contract between IIR and Seisint referred to above.
2. Payment of the one-time license fee is to be made upon the signing of this Contract by both parties.
3. Seisint hereby grants to FDLE a world-wide, paid-up, non-transferable, royalty-free restricted license to have up to 1000 additional named users, to be identified by FDLE, simultaneously use Seisint's FACTS System, as defined herein. Such use shall be limited to law enforcement investigative and intelligence purposes.
4. Strictly as permitted by law, Seisint shall have the right to audit, directly and through its independent auditors, FDLE's use of the FACTS System to ensure compliance with the license granted herein. Such audits may be conducted during normal business hours upon seventy-two (72) hours of written notice of intent to audit by Seisint. Except as required by law, Seisint agrees to maintain the confidentiality of all of FDLE's procedures and processes disclosed during the audit. If an audit reveals a violation of the terms of this Contract, Seisint agrees to promptly notify FDLE in writing of any problems discovered and allow FDLE four (4) business days to cure the problem. If

FDLE does not cure the problem, then Seisint, among other remedies, may terminate this Contract.

5. FDLE agrees not to resell, reproduce, retransmit, republish, reverse-engineer or otherwise transfer for any purpose the software comprising the FACTS System other than as permitted with Seisint's consent. FDLE acknowledges that Seisint shall retain all right, title and interest in and to the FACTS System and any and all physical copies thereof. FDLE acknowledges that Seisint retains all intellectual property rights related to the FACTS System, and that FDLE acquires no intellectual property pursuant to this Agreement.
  
6. Seisint warrants that (a) the execution, delivery, and performance of this Contract will not result in the violation or breach of any contract, agreement, instrument, undertaking, order, judgment, decree, rule, regulation, law, or any other restriction to which Seisint is a party or pursuant to which Seisint or its assets are subject or otherwise; and (b) all services performed by Seisint in accordance with this Contract will be performed in a professional manner, using qualified personnel; provided, however, that Seisint does not guarantee or warrant the correctness or completeness of the FACTS System. **OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, SEISINT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. SEISINT DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE.** FDLE agrees to this limitation to the extent permitted by Section 287.042(1)(c), Florida Statutes, which refers to Section 672.719, Florida Statutes.
  
7. Seisint is the owner of valuable technical trade secrets and other technical confidential information, including without limitation the software comprising the FACTS System. Therefore, FDLE shall treat as strictly confidential and shall not (other than as expressly permitted hereunder) use for its own purposes or for third parties or divulge or permit to be divulged to or examined by or copied by others, all technical information (including system functionality) obtained by FDLE in connection with this Contract (i) which a reasonable person would consider to be confidential, or (ii) which is otherwise marked by Seisint as confidential or proprietary. Information shall not be deemed confidential if it was previously known or independently developed by FDLE, if it is received by FDLE without obligation of confidentiality, or becomes generally known to the public through no breach of this Contract. In the event that FDLE becomes legally compelled (by legal process, by any federal or state law or regulation or by advice of its legal counsel) to disclose any Confidential Information of Seisint, it will provide Seisint with prompt prior written notice of such requirement so that Seisint may seek a protective

order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the FDLE shall disclose only that portion of such Confidential Information that it is advised by its legal counsel is legally required to be disclosed and to use reasonable efforts to obtain assurance of confidential treatment of the Confidential Information to be disclosed, if and to the extent such treatment is possible.

### Terms and Conditions with Respect to Maintenance and Support

1. Maintenance and Support, as detailed below, shall be provided to FDLE for the term of this Contract, at no additional cost.
2. FACTS System Uptime Service Level
  - a. The FACTS System uptime shall be no less than 99%, excluding Scheduled Maintenance Windows or such other mutually agreed down time, and issues caused by FDLE's Criminal Justice Intranet (CJNet) or the Regional Information Sharing System (RISS) Secure Intranet (riss.net). The FACTS System Uptime Service Level is calculated by measuring the average time per month that all material functions of the FACTS System are operational.
  - b. The FACTS System uptime shall be measured from Seisint internal demarcation point where it meets FDLE's equipment within Seisint premises. Seisint can not be held responsible for issues and problems caused by the CJNet or riss.net.
  - c. Seisint shall not be liable for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including an "act of God," insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or any act or omission beyond the reasonable control of any Party. Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with Seisint's performance of this Agreement, Seisint shall be excused from performance of its obligations during the period of such interference, provided that Seisint uses all reasonable commercial efforts to avoid or remove such causes of nonperformance.
3. General Performance Standards
  - a. The Scheduled Maintenance Window shall be each Saturday from 10:00 pm until Sunday 5:00 am; Eastern Time.

- b. When problems with the FACTS System are reported or identified, Seisint shall designate a Severity Level for each problem as defined below. If FDLE disagrees with the Severity Level assigned by Seisint, a change to the Severity Level will be discussed and mutually agreed upon. The Severity Levels are detailed below:
- i. Severity Level 1 (Critical Problem). The FACTS System is unavailable, resulting in a critical impact to operations that require fast resolution.
  - ii. Severity Level 2 (Major Problem). FDLE-designated users can access the FACTS System; however material functions are not available.
  - iii. Severity Level 3 (Minor Problem). FDLE-designated users can access the FACTS System, and one or more of the less important functions are not available resulting in a minor impact.
  - iv. Severity Level 4 (Minor Problem/Enhancement Request). The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date, at no cost to FDLE.
4. Seisint shall respond, i.e., begin working toward a resolution, to problems based on the Severity Level as described in the following table, with resolution being either a final solution or a workaround. The Response Time and Resolution Time intervals begin when FDLE reports the problem into Seisint's Helpdesk system and a ticket is generated for this particular report. Upon consultation with and approval by an authorized FDLE representative, the times given below can be extended.

Severity Level	Response Time (Normal Business Hours)	Response Time (On-Call Hours)	Frequency of Issue Status	Target Resolution Time
1	1 hour	5 hours	Hourly	24 hours
2	1 hour	5 hours	Daily	48 hours
3	1 day	3 days	Every 2 days	5 days
4	2 days	N/A	Monthly	As scheduled

Note: Any time expressed in days represents business days and not calendar days.

5. Support for the FACTS System shall be 24 hours a day and 7 days a week. Help Desk Coverage, available by telephone or email, will be provided during Normal Business Hours, defined as Monday through Friday, 9:00 am (EDT) through 5:00 pm (EDT). On-Call Hours are Monday through Friday, 5:01 pm through 8:59 am, Saturday, Sunday and designated Seisint company-paid holidays.

6. Updates and Releases:

- a. Monthly updates to the system using the following data sets, as applicable, provided by the State of Florida and other members of the MATRIX Project Participant Group, now or hereafter joining the Project:
    - i. Drivers license with photos
    - ii. Vehicle registrations
    - iii. Criminal histories
    - iv. Sexual and violent offender lists
    - v. Department of Corrections or its equivalent
  - b. New functionality releases, including data set enhancements to Seisint's commercial Accurint product unless the addition of such enhancements to FACTS would result in Seisint incurring additional data license fees, as and to the extent approved by the MATRIX Security Agent (currently Phil Ramer) on behalf of the MATRIX Project Participant Group, during the term will be included at NO CHARGE.
7. Training support as reasonably requested by FDLE, to include quarterly train-the-trainer sessions.

**General Terms and Conditions**

1. This Contract will be effective when signed by authorized representatives for both parties hereto for a period of one year, unless otherwise mutually agreed in writing by the parties. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by FDLE and subject to the availability of funds. Contracts procured on an emergency or single source basis may not be renewed.
2. Neither party shall assign, sublicense, nor otherwise transfer its rights, duties, and/or obligations under this Contract without the prior written consent of the other party, in which case any successor in interest shall assume all such rights, duties, and/or obligations remaining under this Contract.
3. This Contract specifies the terms and conditions under which the described services will be delivered. Except where the context would render such usage impossible or unreasonable, Seisint shall, as used herein, include, but not be limited to, Seisint's owners, directors, officers, agents, employees, contractors, assigns, successors, and any affiliate, subsidiary.

4. The security, handling, and confidentiality of the data housed in the MATRIX System, which includes both data provided by the MATRIX Participant Group and data that are proprietary to Seisint, are governed by the Amended Memorandum of Understanding between Seisint and FDLE, signed by FDLE on May 13, 2003, which remains in force and effect. For purposes of the security, handling, and confidentiality of the data, as well as the specifications of the data sets and queries which are available with the FACTS System, the pertinent portions of that MOU will be extended for the life of this Contract.
5. If any term, covenant, condition, or provision of this Contract is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.
6. In the performance of such services, Seisint agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.
7. FDLE shall not be deemed to assume any liability for the acts, omissions to act and negligence of Seisint, its agents, servants and employees; nor shall Seisint exclude liability for its own negligence to FDLE or any third party, except as allowed by law and agreed to by FDLE. FDLE is without authority to indemnify or hold harmless Seisint.
8. FDLE is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. FDLE is without authority to insure Seisint in any way.
9. It is mutually understood and agreed that any communications, promises, representations or agreements, not included in writing in this Contract, shall not be binding upon any party and that the Contract may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto with the same degree of formality evidenced herein.
10. All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. Any dispute concerning this contract will be brought in the Florida State Court System and venue shall be in Leon County Florida.
11. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
12. Seisint represents that it has to the best of its knowledge complied with all applicable laws and regulations of the State of Florida and of the City and County in which it does business and performs this Contract.

13. Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of the Office of General Services, Post Office Box 1489, Tallahassee, Florida, 32302 and to the Contracting Party for the attention of Seisint, Inc., 6601 Park of Commerce Boulevard, Boca Raton, Florida 33487.
14. If either party shall fail to keep any agreements hereunder, the other party by giving the party in default written notice, may cancel and terminate this Contract 30 days after such notice is deposited by Certified Mail, Return Receipt Requested, in the United States mail or deposited with a private carrier express mail service. If FDLE terminates this Contract, or some portion thereof, for failure to perform or other breach, or if Seisint terminates for reasons other than failure to perform or other breach, FDLE will not be responsible for costs or noncancellable obligations for which FDLE has not received a commensurate benefit, and FDLE will have no obligation to pay for work not accepted by the FDLE. If FDLE terminates this Contract, or some portion thereof, for reasons other than failure to perform or other breach, or if Seisint terminates this contract for failure to perform or other breach, Seisint will be compensated for all reasonable costs incurred, including noncancellable obligations, through the date of termination.
15. As this Contract includes maintenance or support services for which FDLE will have paid in advance, in the event a Severity Level 1 problem is not resolved within the specified 24-hour period, or a Severity Level 2 problem is not resolved within the specified 48-hour period, Seisint will extend the term of the maintenance and support portion of this Contract by one day for each day or portion of a day beyond the specified period in which the problem is not resolved.
16. It is further understood and agreed that no employee of FDLE who exercises any functions or responsibilities in connections with the planning and implementation of this Contract shall have any personal financial interest, direct or indirect, in this Contract.
17. Seisint recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services and/or goods or equipment purchases as an incident to such service.
18. Unless authorized by law and agreed to in writing, FDLE shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.
19. All invoices or bills for fees, or other compensation for services, or expenses shall be submitted with reasonable detail for a proper preaudit and postaudit thereof, to comply with Section 287.058(1)(a), Florida Statutes. Whenever this contract is terminated with or without cause, all amounts due shall be pro-rated.




20. All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.
21. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states Seisint's rights and FDLE's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850/410-9724 or by calling the automated line, at 850/413-7269.
22. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.
23. Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.
24. This contract shall be unilaterally canceled by FDLE for Seisint's refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the Contract.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor; supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
26. As required by Section 287.134, Florida Statutes, an entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

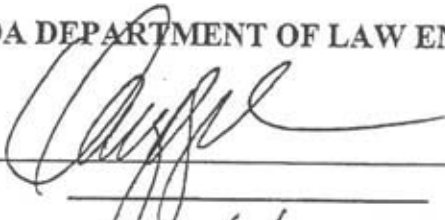
27. FDLE shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
28. FDLE's Program/Regional Contract Manager for this contract shall be Phil Ramer. Seisint's Project Manager shall be Rachel Seifer.
29. The performance of additional work or the incursion of additional expense by the Seisint beyond that expressly authorized in the written contract document will not be accepted or approved for payment by FDLE unless previously authorized in a written amendment to the contract signed by FDLE's Program/Regional Contract Manager.
30. Whenever necessitated by legitimate concern for reasonable security precautions as determined by FDLE and without regard to the identity of any individual, FDLE will require any persons associated with Seisint, as defined above at Paragraph 3 of the General Terms and Conditions, to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of FDLE's facilities to perform those services as set forth in this Contract.
31. For purposes of Sovereign Immunity Seisint will be deemed, to the extent permitted by and consistent with Florida law, to be an authorized agent of FDLE; provided, however, that this provision shall not act as a waiver of any rights FDLE or the State of Florida may have or maintain.
32. It is understood and agreed by the parties that this Contract is for the purpose of permitting additional users to access the information system used by the MATRIX pilot project, and is not made with the intent of securing a future contract or other business or commercial arrangement with the State or the MATRIX Project Participant Group, or securing favorable treatment with respect to the awarding or amending of, or the making of any determinations respecting Seisint's performance under, any such contract or arrangement. Seisint is not, however, waiving any rights which it may have under law to enter into a contract with FDLE or the MATRIX Project Participant Group for the performance of services similar to or identical to those described herein.

IN WITNESS WHEREOF, SEISINT AND FDLE have caused this Contract to be signed by their respective undersigned officials authorized to do so, effective upon the last date specified below.

SEISINT, INC.

By:   
Name: Paul Cameron  
Title: Chief Executive Officer  
Date: 10/21/03

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

By:  813  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 10/16/03