

# END-USER LICENSE AGREEMENT

Between Plott Labs™ And End-User

This End-User License Agreement ("**Agreement**") is a binding agreement between the end-user ("**you**", "**your**" or "**End-User**") of the software application and website (as defined herein) and Plott Labs™, Inc. ("Plott Labs™"). This Agreement governs your use of the Plott Labs™ Software in all forms, including the Hosted Software and the Device Software (both as defined herein) and all related documentation. The Software is licensed, not sold, to you.

BY DOWNLOADING, LOGGING INTO, INSTALLING OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND (B) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, LOG INTO, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR DEVICE.

## 1. Definitions

"**Deidentified**" means data that has been processed to remove, hide, encrypt, anonymize or aggregate identifying information such that one could not, using reasonable efforts, link such information back to you.

"**End-User Data**" means data entered or uploaded by you to the Hosted Software via the Device Software.

"**Facility**" means the law enforcement agency or other entity that you are affiliated with and that has entered into an agreement with Plott Labs™ for use of Plott Labs™ Software.

"**Hosted Software**" means the online software, platform and websites that you can access via Devices and your account that is hosted and maintained by Plott Labs™.

"**Device Software**" means the software application offered by Plott Labs™ through which your Plott Labs™ account is accessed.

"**Device**" means a smartphone, tablet, or other mobile computing devices on which the Device Software is accessible or installed.

"**Services**" means a web-based software platform with interactive tools used for providing incident management by the end-users.

"**Plott Labs™ Data**" means all information, including data, analyses, measurements, reports, trends, and metrics, generated from, derived from, based on or related to End-User Data.

"**Plott Labs™ Software**" or "**Software**" means the Hosted Software and/or the Device Software.

**"Website"** means any website accessible via the Device Software and/or any website maintained by Plott Labs™, including any websites accessible to end-users at [www.onenetsuite.info](http://www.onenetsuite.info) or any subdomain thereof.

## 2. License Grant

Plott Labs™, through the Device Software, provides the Services to users and their Facilities. Subject to timely payment to Plott Labs™ of all applicable license fees by you or your Facility and your compliance with the terms of this Agreement, Plott Labs™ grants you a personal, limited, terminable, non-exclusive, non-transferable, non-sublicensable license to:

- (a) use the Device Software for your personal use on your Device strictly in accordance with the Device Software's documentation and this Agreement; and
- (b) access and use on such Device the Services and Hosted Software made available in or otherwise accessible through the Device Software, strictly in accordance with the Hosted Software's documentation and this Agreement.

## 3. License Restrictions

- You shall not:
  - (I) copy the Software or any part thereof.
  - (II) modify, translate, adapt or otherwise create derivative works or improvements, of the Software or any part thereof.
  - (III) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof.
  - (IV) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software or any part thereof.
  - (V) rent, lease, lend, sell, sublicense, assign, distribute, publish, publicly perform or display, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time.
  - (VI) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software or any part thereof. or,
  - (VII) upload or introduce any virus or malware to the Hosted Software or the Website.
- You are responsible for keeping your account login credentials (user name and password) confidential and not sharing them with unauthorized users. If you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions and modifications of your End User Data.

## 4. Reservation of Rights

You acknowledge and agree that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Plott Labs™ and its licensors and service providers reserve and shall retain each of their entire rights, title and interest in and to the Software and Website. All rights not specifically granted in this Agreement are reserved by Plott Labs™. Plott Labs™ shall own all rights in any functionality, features, modification or customization of the Software.

## 5. Collection and Use of Your Information

You acknowledge that when you download, log into, install or use the Device Software, Plott Labs™ may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Device Software (which is included in the definition of End User Data). You also may be required to provide certain information about yourself as a condition to downloading, logging into, installing, or using the Device Software or certain of its features or functionality, and the Device Software may provide you with opportunities to share information about yourself with others. All information Plott Labs™ collects through or in connection with this Device Software and your use thereof is subject to Plott Labs™'s privacy policy, which is located on Plott Labs™'s website at [www.PlottLabs.com/privacy](http://www.PlottLabs.com/privacy) and which may be updated from time to time without notice ("**Privacy Policy**"). By downloading, installing, using and providing information to or through this Device Software, you consent to all use and actions taken by us with respect to your information pursuant to the Privacy Policy.

## 6. Ownership and Use of Data

All ownership rights in and to the Software shall remain exclusively with Plott Labs™ and its licensors, as applicable. Access to the Services is provided to you only to allow you to exercise your rights under this Agreement, and no implied license or right not expressly set forth in this Agreement is granted to you.

- (a) End User Data. In connection with the Software, Plott Labs™ may collect and maintain End User Data provided by you. You shall own all End User Data. Plott Labs™ shall maintain all personal identifiable aspects of all End User Data as confidential pursuant to the Privacy Policy. All third parties authorized by Plott Labs™ which may have access to the End User Data shall be under obligations of confidentiality to maintain the End User Data as confidential pursuant to the Privacy Policy. You agree to and do hereby grant to Plott Labs™ the irrevocable, perpetual, transferrable right to use any Deidentified End User Data.
- (b) Plott Labs™ Data. All Plott Labs Data is the sole property of Plott Labs™. Plott Labs™ has the right to use, collect, store, create, aggregate, mine, analyze, modify, commercialize, assign, convey, sell, lease, license or transfer Plott Labs™ Data in any form, for any purpose and in any manner. Any Plott Labs™ Data provided to you shall be subject to limitations and restrictions imposed by

Plott Labs™'s Privacy Policy and other agreements to which Plott Labs™ may be a party.

## 7. Geographic Restrictions

The Device Software and access to Plott Labs™'s Hosted Software are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Hosted Software outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Hosted Software from outside the United States, you are responsible for compliance with local laws.

## 8. Updates

Plott Labs™ may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Plott Labs™ has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

## 9. Third-Party Materials

The Software may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services ("Third Party Materials"). You acknowledge and agree that Plott Labs™ is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Plott Labs™ does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you. You access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## 10. Term and Termination

The term of Agreement commences when you use the Device Software or acknowledge your acceptance of this Agreement and will continue in effect until terminated by you or Plott Labs™ as set forth herein.

- a) Either party may terminate this Agreement by providing 30 days prior written notice to the other party.
- b) Plott Labs™ may terminate this Agreement at any time without notice if it ceases to support the Software, which Plott Labs™ may do in its sole discretion. In addition,

- c) Plott Labs™ may immediately terminate this Agreement with or without any notice if you violate any of the terms and conditions of this Agreement or if all applicable license fees are not timely paid to Plott Labs™.
- d) Upon termination:
  - o (i) all rights granted to you under this Agreement shall be terminated
  - o (ii) you must cease all use of the Device Software and delete all copies of the Device Software from your Device
  
  - o (iii) your access to Plott Labs™'s Hosted Software, your account and your End User Data will be terminated.

Termination will not limit any of Plott Labs™'s rights or remedies at law or in equity.

## 11. Disclaimer of Warranties

- a. THE APPLICATION IS PROVIDED TO YOU "AS IS, AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PLOTT LABS™, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, PLOTT LABS™ PROVIDES NO WARRANTY OR UNDERTAKING AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- b. WITHOUT LIMITING THE FOREGOING, NEITHER PLOTT LABS™ NOR ANY PLOTT LABS™ PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED:
  - (I) AS TO THE OPERATION OR AVAILABILITY OF THE PLOTT LABS™ APPLICATION OR THE INFORMATION, CONTENT, THE PLOTT LABS™ SOFTWARE, AND MATERIALS OR PRODUCTS INCLUDED THEREON;
  - (II) THAT THE PLOTT LABS™ APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE;
  - (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE PLOTT LABS™ APPLICATION; OR
  - (IV) THAT THE PLOTT LABS™ APPLICATION, ITS SERVERS, THE CONTENT OR E-MAILS SENT FROM OR ON BEHALF OF PLOTT LABS™ ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- d. YOU AGREE THAT PLOTT LABS™ ASSUMES NO RESPONSIBILITIES FOR ANY CONTENT YOU SUBMIT, UPLOAD, CREATE OR MAKE AVAILABLE THROUGH THE DEVICE SOFTWARE.
- e. PLOTT LABS™ IS NOT LIABLE FOR THE ACTIONS OR OMISSIONS OF ITS CONTRACTORS, VENDORS AND SERVICE PROVIDERS.

## 12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PLOTT LABS™ OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OR CORRUPTION DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.
- DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF:
  - (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR
  - (ii) ONE HUNDRED DOLLARS (U.S.). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR PLOTT LABS™ WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.
- PLOTT LABS™ DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE PLOTT LABS™ APPLICATION, PLOTT LABS™ SERVICES OR ANY RELATED SERVICES. THE OPERATION OF THE PLOTT LABS™ APPLICATION MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF PLOTT LABS™.

UNDER NO CIRCUMSTANCES SHALL PLOTT LABS™ BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLOTT LABS™ APPLICATION, INCLUDING RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE PLOTT LABS™ APPLICATION OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS

TO PLOTT LABS™ RECORDS, PROGRAMS, OR SERVICES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, DATA, AND INFORMATION SUBMITTED THROUGH THE DEVICE SOFTWARE AND YOU TO THE PLOTT LABS™ SERVICES AVAILABLE THROUGH THE DEVICE SOFTWARE.

## 13. Indemnification

You agree to indemnify, defend and hold harmless Plott Labs™ and its officers, directors, employees, agents, affiliates, service providers, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Software or your breach of this Agreement.

## 14. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the State of Virginia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Software shall be instituted exclusively in the federal courts of the United States or the courts of the State of Virginia in each case located in Alexandria, Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and venue in such courts.

## 15. Limitation of Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## 16. Entire Agreement

This Agreement constitutes the entire agreement between you and Plott Labs™ with respect to the Software and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.