

This agreement (the "Agreement") is entered into between LocatePLUS Corporation ("LocatePLUS"), a Delaware corporation, and the user of LocatePLUS services agreeing to these terms ("User").

LocatePLUS strives to be in compliance with the Individual Reference Service Group Industry Principle ("IRSG Principles").

IF USER IS A NEW LOCATEPLUS USER, THIS AGREEMENT STARTS WHEN USER INITIATES USE OF LOCATEPLUS LP-POLICE SERVICE, OR WHEN USER CALLS TO ACTIVATE LP-POLICE PLAN, OR WHEN USER SIGNS THIS AGREEMENT, WHICHEVER APPLIES.

IF USER IS AN EXISTING LAW ENFORCEMENT CUSTOMER UNDER A PRIOR AGREEMENT, UPON USER'S ACCEPTANCE OF THIS AGREEMENT LOCATEPLUS MAY IN ITS DISCRETION GRANT ONE OF THE FOLLOWING: COMMENCEMENT OF A NEW PRICE PLAN AT A TIME CHOSEN BY LOCATEPLUS, A NEW PROMOTIONAL RATE, OR ANY OTHER CHANGE LOCATEPLUS MAY DESIGNATE (SUCH AS A WAIVER OF CHARGES OWED BY USER). IF LOCATEPLUS GRANTS USER REQUEST AND USER SIGNS THIS AGREEMENT OR ACCEPTS THE RESULTING BENEFITS BY CONTINUING TO USE SERVICE AFTER CHANGES ARE MADE, AND THIS AGREEMENT REPLACES ANY PRIOR AGREEMENT. IF LOCATEPLUS MAKES SUCH A CHANGE, USER RESERVES THE RIGHT TO RETURN TO FORMER SERVICES UNDER PRIOR AGREEMENT AND PRICE PLAN BY CONTACTING LOCATEPLUS WITHIN 30 DAYS OF THE EFFECTIVENESS OF THIS AGREEMENT. OTHERWISE, USER CONFIRMS ACCEPTANCE OF THIS AGREEMENT. IF USER WISHES NOT TO ACCEPT THIS AGREEMENT, THEN USER SHOULD REFRAIN FROM SIGNING THIS AGREEMENT. LOCATEPLUS MAY REQUIRE PREVIOUS TERM CONTRACTS TO BE PAID TO MAKE THE FOREGOING CHANGES, AND IS NOT OBLIGATED TO OFFER ANY REVISION OF PRIOR AGREEMENTS.

1. SERVICE LocatePLUS provides nationwide public record information and related ("Services") using its proprietary databases and information obtained from the third parties ("Third Parties"). This information is delivered through LocatePLUS via the internet. User hereby subscribes to Services for legal business purposes permitted by this Agreement and agrees to pay LocatePLUS the applicable rates and charges set forth in this agreement.

User sets forth that it is a bona fide business with the rights under law to access the Service. User agrees to uphold and keep in good standing all related licensure which qualifies the User, including without limitation licenses to do business and professional licenses which entitle User to access of the data provided by the Service, and acknowledges that upon lapse of any such license, the license to the information from the Service hereunder shall immediately terminate. User further agrees to notify LocatePLUS immediately if said licensure is suspended, expired, or otherwise inactive.

2. PERFORMANCE LocatePLUS will use commercially reasonable efforts to deliver Services requested by User in an expeditious manner and to regularly access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services. User acknowledges that Third Parties may vary the information available to LocatePLUS from time to time, and accordingly the information available on the Service may change.

User acknowledges that LocatePLUS maintains records of access to the Services in order to comply with law and with the requirements of Third Parties, and that in certain limited circumstances LocatePLUS may be required to disclose that User accessed certain Data in order to meet these requirements.

3. FEES AND PAYMENT Payment is due as stated on the monthly bill issued by LocatePLUS. User shall pay to LocatePLUS prices as updated from time to time through online announcements, bulletins, and published price schedules. All current and future LocatePLUS pricing documents are deemed incorporated herein.

User shall be responsible for payment for all services obtained through User's access identification code. User's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by User within thirty (30) days from the date of the User's receipt of an invoice. Interest charges for any late payments shall be paid by User in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of User's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, User shall notify LocatePLUS of the discrepancy. Following User's notification of any discrepancy as to an invoice, LocatePLUS must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to User. User shall pay the invoice within thirty (30) days from the date of its receipt of the corrected or revised invoice. User's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the User's receipt of the corrected or revised invoice..

4. DATA OWNERSHIP AND USE LIMITATIONS LocatePLUS may from time to time impose restrictions on the use of the Services (as a result of changes in the law, limitations placed on LocatePLUS from Third Parties or otherwise) which may limit User's access to some or all of the Data.

User acknowledges that LocatePLUS and/or Third Parties retain all right, title and interest under applicable copyright and other laws in the databases and materials contained therein used to provide Services hereunder, and User shall use such materials consistent with such right, title and interest and notify LocatePLUS of any threatened or actual infringement or misappropriation. User further acknowledges that this Agreement grants user a limited license during the term of this Agreement to use the Data for its own business purposes, without right to sublicense, in exchange for payment of fees and charges set forth in this agreement.

User shall not reproduce, retransmit, publish or otherwise transfer for commercial exploitation any information that User receives from Services. User shall not use any information received from the Service for any purpose considered by LocatePLUS or Third Parties as solicitation or marketing for goods or services.

User agrees to limit use and redissemination of information from Services solely to use(s) set forth under Industry Type(s) on the reverse hereof. User shall at no time represent that it is an authorized agent or representative of LocatePLUS or any Third Party unless such written agreement has been established. Notwithstanding LocatePLUS' explicit or implicit approval of an 'intended use' of information received through the Services, such approval represents only that User is licensed for use of the information for that purpose, not that LocatePLUS ratifies, endorses, or bears responsibility for the consequences of the use. User shall bear all responsibility and liability for the uses to which it puts the information and shall hold LocatePLUS harmless from any use thereof.

User represents and warrants that it is the end user of the information. User agrees to limit use and dissemination of information from Services solely for normal course of business. Uses outside of the normal course of business include without limitation: accessing or using information on public figures, including names in the news, media personalities, political personalities, etc., unless used for the completion of a documented business transaction.

User shall keep private and protect from use by third parties of the User Name and password that is issued to User. User shall immediately notify LocatePLUS when personnel who have access to LocatePLUS have been terminated, are no longer employed, or have taken any action inconsistent with these terms of use.

5. LIMITATION OF LIABILITY LocatePLUS shall not be liable to User or to any person claiming through User or to whom User may have provided service-related data for any loss or injury arising out of or caused in whole or in part by Third Parties' negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the service-related data that is provided to User as a part of this Agreement. LocatePLUS and/or Third Parties do not guarantee or warrant the correctness, completeness, currency, merchantability or fitness for a particular purpose of the services or the components thereof.

IN NO EVENT SHALL LOCATEPLUS OR THIRD PARTIES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT LOCATEPLUS OR THE THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. LIMITATION OF WARRANTIES EXCEPT AS EXPRESSLY PROVIDED HEREIN, LOCATEPLUS AND THIRD PARTIES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LOCATEPLUS AND THIRD PARTIES HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LocatePLUS and Third Parties do not guarantee or warrant the correctness, completeness, currency, merchantability, or fitness for a particular purpose of the Services or the components thereof. User accepts all information AS IS and acknowledges that neither LocatePLUS nor any Third Parties guarantee the accuracy or availability of the information on the Service, in whole or in part.

7. COMPLIANCE WITH LAWS User represents and warrants that it has a legal right to obtain all information requested from the Service, and User agrees to use the Services, and all information received from the Services, in compliance with all applicable laws. User agrees not to use Services, which is the subject of this Agreement, for consumer credit purposes, consumer insurance underwriting, pre-employment purposes, tenant screening purposes, or for other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar statute. User agrees to use Services, which is the subject of this Agreement, in strict compliance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable. User agrees to use Services, which is the subject of this Agreement, in strict compliance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable.

8. INDEMNIFICATION LocatePLUS acknowledges and agrees that under the Constitution and the laws of the State of Texas, User cannot enter into an agreement whereby User agrees to indemnify any other party, including but not limited to LocatePLUS; therefore, all references of any kind to User indemnifying any other party, including but not limited to User, for any reason whatsoever are hereby deemed void and deleted.

9. THIRD PARTY BENEFICIARIES Third Parties are entitled to enforce the data security, use, legal compliance and indemnification provisions of this agreement directly against User as third party beneficiaries.

10. TERMINATION This Agreement may be terminated by either party at any time, with or without notice or cause. Violation by user of state or federal laws or LocatePLUS or Third Parties' established policies and procedures may result in immediate termination of this Agreement in LocatePLUS' sole discretion. Provisions hereof related to the use of information and data, limitations of liability, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.

11. GOVERNING LAW This Agreement shall be interpreted in accordance with the laws of the State of Texas, without regards to its conflict of laws provisions. User expressly agrees to submit to the jurisdiction state and federal courts in Texas, and not to assert any claim of forum non conveniens with respect to such submission.

12. AGREEMENT ENTIRETY This agreement sets forth the entire understanding and Agreement between LocatePLUS and User. This Agreement may be amended only by written instrument signed by each party to this Agreement.

13. CUSTOMERS' RIGHTS TO TERMINATION This Agreement lasts for an initial term of twelve (12) months. **IF USER ENDS SERVICE FOR CONVENIENCE ONLY AND WITHOUT CAUSE (EXCEPT AS EXPLICITLY PERMITTED BY THIS AGREEMENT) AT ANYTIME BEFORE THE END OF THE INITIAL TERM, USER AGREES TO PAY LOCATEPLUS AN EARLY TERMINATION FEE EQUAL TO THREE MONTHS' ACCESS FEE.**

Principle Contact:

Signed By: _____

Print Name: _____

Executed by the parties on the date referenced below.

LocatePLUS Corporation

By: _____

Printed Name: GEOFFREY LEE

Date: 12-3-08

Williamson County, Texas

By: _____

Dan A. Gattis,
Williamson County Judge

Date: 1-21-09

Please note: Application(s) may take 3 to 7 Business days to process.