

**Accurant Virtual Crime Center/Accurant Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum**

NO DATA CONTRIBUTIONS TO PSDEX

This Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurant Virtual Crime Center; Accurant Crime Analysis; LexisNexis Community Crime Map and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). The LN Services subscribed to herein will be listed on Customer's Schedule A. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees to provide all LN employees, with physical or logical access to PSDEX data, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
 - d. LN agrees to access, store, and process Customer's data in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
3. Customer obligations.
 - a. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - b. Customer agrees to access, store, and process other customer's PSDEX data contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
 - c. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJIS Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
 - d. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and

limitations on the access to, use of, and dissemination of CJII and hereby warrant that their respective systems abide by those restrictions and limitations.

2. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): _____

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306