

PROPERTY & EVIDENCE PLATFORM SOLUTION

PROPOSAL FOR

Pembroke Pines Police Department

You have an important job to do. We want to help you do it with excellence.

PREPARED BY Ramona Malyon

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Premier Partner Invitation

We are excited to offer our new end-to-end and evidence management platform subscription solution that includes four components for Pembroke Pines Police Department: EvidenceOnQ, DigitalOnQ, QuartermasterOnQ, and FoundropOnQ. We realize law enforcement agencies face unprecedented challenges today on many levels. For this reason, and because you are a valued FileOnQ customer, we have chosen the Pembroke Pines Police Department to be a premier partner as we roll-out this new Property and Evidence Management Platform Subscription Solution.

Our goal is to enable agencies to enhance their EvidenceOnQ system and benefit from all of our property and evidence management solutions in the most affordable way possible. Our subscription model eliminates waiting years for funding to be approved for capital outlay purchases by incorporating it into your operations budget. And there are no more annual support costs. -- just a monthly subscription fee. The onetime implementation fee for your agency is **\$0.00**, then **\$2,607.93** per month thereafter.

When you implement our Property and Evidence Management Subscription Platform, not only will you be adding FoundropOnQ and eDoc module, you will be covered by our toptier support. This includes free upgrades to all platform components as well as free peripheral hardware replacement for life.

The OFFERING COMPARISON page provides a quick side-by-side overview of your existing EvidenceOnQ system and the proposed Platform Subscription Solution.

We greatly value the opportunity we have had to serve the Pembroke Pines Police Department thus far and look forward to partnering with you to expand our products and services now and long into the future. We understand the vital importance of property and evidence management, and we want to help you do it with excellence -- excellence worth talking about.

Sincerely,

Ramona Malyon

FileOnQ Platform Solution Overview

The FileOnQ property and evidence management platform is revolutionary in its scope and benefit. It is a complete solution tailored to meet your agency's unique needs for managing both physical and digital evidence. It proactively reaches and empowers everyone involved with property and evidence, including patrol officers, investigators, crime scene technicians, evidence staff, and prosecutors. The benefits also extend to your community members who may have had property stolen or lost. Our subscription platform includes four unique solutions for your agency: EvidenceOnQ, DigitalOnQ, QuartermasterOnQ, and FoundropOnQ. This platform provides the tools your agency needs to manage evidence, reduce risk and liability, eliminate duplicate work effort, and elevate your reputation in the community you serve. Your agency will see an immediate return on investment in several areas:

EvidenceOnQ

- Reduce officers' time booking evidence, increasing their availability to take calls
- Monitor the lifecycle of evidence by automating the disposition review process, reducing your property and evidence inventory and returning property back to the legal owner.
- Provide a tailored, real-time dashboard view of important property and evidence management information, activities, and statistics.
- Eliminate paper documentation and duplicate, repetetive work.

DigitalOnQ

- Eliminate booking CDs, DVDs, thumb-drives, and memory cards into evidence.
- Share digital evidence with prosecutors using a secure invitation.
- Eliminate burning DVDs and copying flash drives for discovery.
- Store all digital evidence in one secure location regardless of the media type.
- Reduce risk of incomplete discovery because of files stored in different applications.

QuartermasterOnQ

- Track a wide range of inventory items such as clothing (e.g. uniform shirts), equipment (e.g. flashlights)
- Track the status of inventory items (e.g. issued, in-stock, out of stock, returned, etc.)
- Track details of the inventory items (e.g. cost, purchase date, size, vendor, color, etc.)
- Categorize and sub-categorize inventory items (e.g. Shirt/Mens/Used/Size/etc.)
- Keep an accurate number count of inventory stock items (i.e. if you have an inventory of 30 shirts and you issues 5 shirts out, the inventory stock is automatically updated to 25 shirts.)
- Track serial numbers, model numbers, part numbers, storage location, etc.

FoundropOnQ

- Improve community goodwill by providing a platform to report, search, and identify their lost or stolen property.
- Be compliant with legal requirement to notify the public of found property recovered by your department automatically via your own branded public web portal
- Reduce your inventory by increasing the ability to return stolen and found items to their legal owners
- Proactively assist investigators to connect property that will help solve cases
- Provide a tool for victims to complete detailed stolen property forms

Ask Yourself

As a current EvidenceOnQ customer, we think you can identify with the sentiments and benefits expressed in these quotes from other users. If these ring true, it wasn't difficult for your agency to justify the investment in EvidenceOnQ. It is our goal for all EvidenceOnQ agencies to say they underestimated just how much EvidenceOnQ would benefit their agency.

"It used to require four people approximately seven hours to process our incoming evidence each day. Just three weeks after implementing EvidenceOnQ, it has been reduced to two people and it takes only 90 minutes. It allowed us more time to work on purging projects to get ready for our move."

"EvidenceOnQ has made possible what some said would never be possible because it was too complex. I appreciate the product and staff for helping us make it a reality and for helping me, personally, reach a goal to better serve the department and the citizens of this community."

The property and evidence management platform solution seamlessly integrates your EvidenceOnQ system with DigitalOnQ and FoundropOnQ. This gives your department a complete solution for managing all of your physical and digital evidence on one platform.

As indicated, the proposed subscription fee for your department is \$2,607.93.00 per month. Your department has approximately 240 sworn officers, which equates to \$11.51 per month per officer at a heavily discounted price. Using the hourly wage of \$32.50* per officer, the subscription platform will pay for itself even if it saves each officer just 30 minutes each month.

We know agencies are always looking for ways to save time that will free up officers to respond to calls. An operational cost of \$2,607.93 is a proactive investment to gain an extra 12-1/2 hours of policing each month. The benefits of our platform solution extend far beyond patrol. Evidence staff, detectives, crime scene techs, administration, victims, and prosecutors will benefit from the time savings and capabilities.

*Using the mean hourly wage of \$32.50 from the report Occupational Employment and Wages, May 2019 by the U.S. Bureau of Labor and Statistics

"The EvidenceOnQ system reduced the time crime scene technicians spent on paperwork by 50 percent."

Using just two features of our platform solution as an example, consider the following questions based on your current procedures. You will see the **benefits extend to multiple stakeholders**, not only saving time and money, but **streamlining the entire process**. These two examples represent the numerous ways your investment will pay for itself many times over.

Stolen Property Reports:

- How often do officers travel to a victim's location to take property crimes reports?
- How often do they return to pick up a detailed list of stolen property?
- Approximately how many hours per month do these trips represent?
- How many hours per month do officers or records clerks spend entering stolen property into RMS and NCIC?
- Is your agency behind on entering reported stolen property?
- Consider the time savings for your department if all these tasks were eliminated.

Sharing Digital Evidence:

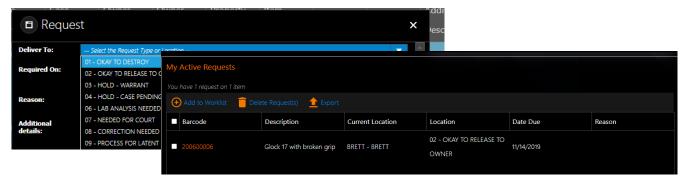
- Do your officers download and copy their digital evidence onto storage devices to book into evidence? Approximately how many hours per month is spent doing this?
- Approximately how many storage devices do you have in evidence? (CDs, DVDs, flash drives, etc.)
- How much money is your agency spending each month to purchase these storage devices.?
- How much time do your officers or evidence staff spend making copies of the digital evidence for investigations and/or discovery? How long does the process take from request to delivery?
- Would it save time and streamline the process if storage devices didn't have to be booked into evidence?
- How much time would your agency save if **investigators** could view, print, burn, and share digital evidence themselves?

EvidenceOnQ Webview

WebView is built for end-users to enter evidence quickly and easily in a dashboard type atmosphere. It is easily accessible from any location with a connection to your agency's intranet. This is especially convenient for patrol, detectives, and crime scene investigators. Data can be entered in one location and then print the barcode labels at a later time and location. Users can also generate forms and reports such as an evidence report or chain of custody. These forms and reports may be printed or saved as a Word or PDF document. Permissions to access forms and reports may be limited per user group.



Users can submit requests associated with evidence, such as items needed for court, case follow-up, or authorizing the release to owner. When users log in to WebView, their pending requests are listed. They may cancel the request if it is still in the pending list. When the request is fulfilled, it is eliminated from the pending requests.



The dashboard in WebView displays widgets appropriate to each user group. Officers may see tips and reminders, while evidence staff may see the number of items in intake, evidence pending destruction, or the type of evidence being stored. Widgets can be displayed as a bar graph, pie chart, gauge, timeline, quantity counter, or text. For evidence staff that work primarily in the desktop client, this dashboard can be viewed from a utility on their computer without having to log in to WebView. NOTE: The WebView module is required to view widgets.



eDocs

eDocs eliminates the need to make copies and store documents related to evidence.

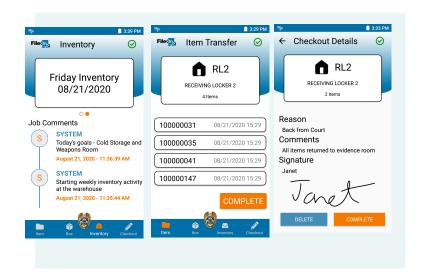
- Owner documentation
- Crime lab reports
- Owner's driver's license or ID
- Court orders
- Existing chain of custody paper documentation

eDocs utilizes a designated, shared folder or SQL database on the user's network to store these electronic documents. The user can view the documents by either double-clicking a document icon or the View button. The eDocs system communicates with the Windows OS telling it which application to open to view that document, such as Word, Adobe, Media Player, etc. Any type of document can be opened if the user has the proper application and permission. Document types and keywords are fully searchable in combination with data on the profile page.



MobileOnQ





MobileOnQ provides the convenience of performing tasks in remote locations where a computer may not be available. The projects are stored on the mobile device until the user syncs and processes the projects in the EvidenceOnQ desktop client. Working in a disconnected environment, MobileOnQ offers four functionaity choices: transfer items, transfer boxes, perform inventories, and transfer items with a signature.

<u>Transfer Items</u> - Items can be transferred to a new location. Many evidence management projects are done in a location where a computer is not available. This includes projects such as bicycles ready for donation, items pulled to move to "pending destruction", reorganizing shelves, etc.

<u>Transfer boxes</u> - Many agencies use box/container locations for storing their evidence. The box transfer feature enables users to move boxes and their contents to new locations. The box location feature is also convenient for agencies moving their evidence into a new facility.

<u>Inventories</u> - MobileOnQ is convenient to use when performing inventories. It enables users to go to the location to scan the items rather than moving them within range of the attached scanner. Multiple inventory jobs can be open, paused, and resumed before closing and syncing the projects in the desktop client.

<u>Check-Out</u> - MobileOnQ conveniently captures signatures when releasing items from the custody of the property and evidence division, such as releasing items to the owner or delivering evidence to the lab. After the transaction is processed, the signature and associated comments are made part of the unalterable chain of custody for the items that were released.

Active Directory Integration



FileOnQ Active Directory Portal allows end-users to sign-in to EvidenceOnQ with their existing Active Directory (AD) passwords which they use every day to log in to Windows. Each EvidenceOnQ application can specify whether the user can simply sign-in by launching the desktop application (single sign-on) or whether they need to re-enter their AD credentials for additional security.

Security and permissions for functionality are configured using AD groups in the FileOnQ Portal Administrator tool.

The key benefits of AD integration include lower end-user frustration with passwords; fewer password reset requests, and centralized management of EvidenceOnQ privileges which makes it easy to handle new employees or officers who leave the department.

OPTIONAL: Automated Notification

Automated Dispo Notification

The Disposition Notification Module automates the process of notifying officers to review evidence for disposition. As evidence comes up in a manual or automated retention review report that includes customized criteria, the system can be prompted to generate emails to the officers that includes a list of items to review. Included in the email is a link to the case and each item. When the officer clicks on the link, it will take them into the WebView application and enable them to choose the appropriate disposition for the evidence. The disposition descriptions can be tailored to meet the requirements of the agency, i.e. release to owner, destroy, hold, etc.

When the officer selects a disposition either at the case level or the item level, it is immediately flagged and appears in the Request Monitor that is maintained by the evidence staff. From that request monitor, items can be sorted, selected, and printed into pull lists to take the appropriate action. The automated disposition automates and eliminates paper to ultimately purge property and evidence in a streamlined, timely manner.



Workflow Notification

Workflow Notification is the ability to set certain triggers within the system to have it take a specific action. In order to determine exactly how Platform Notification will be applied for your agency, a thorough evaluation of your processes will be performed. The following **examples** show how Workflow Notification can benefit an agency. Please let us know if you would like additional examples of notification triggers.

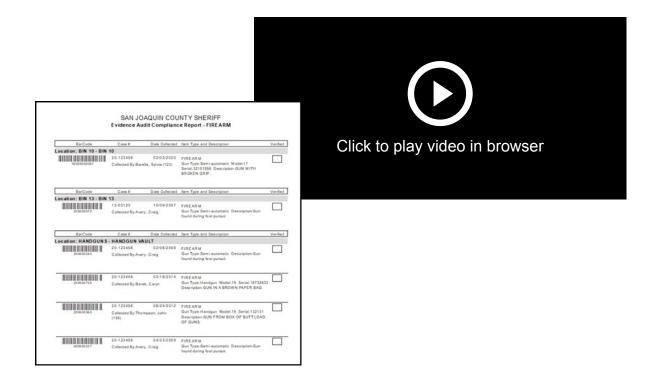
- 1. If there is a discrepancy with evidence, such as being improperly packaged, automated notification will send an email to the officer explaining the corrections that need to be made. The email will continue until the corrections are made.
- 2. If evidence is checked out for longer than a specific time (such as 72 hours) an automated daily email is sent to the officer when evidence is checked out for viewing or follow up longer than 3 days. The email will continue until the evidence is returned.
- 3. When a sexual assault kit is entered into the system, an automated email is sent to the supervisor of the special victims unit so they can monitor the status of the SART kit and comply with statutory testing requirements. Subsequent emails can be sent each time the kit changes location, such as going to the lab or returning to the property unit.
- 4. If items are in the location "Checked out to Court" longer than 24 hours, an automated email is sent to the officer instructing them to return the evidence or submit the court receipt.
- 5. When items are entered into the system on internal affairs cases, the system will update the Confidential field to YES. It will also send an email to the lieutenant that supervises property and evidence notifying them of this new internal affairs evidence.

OPTIONAL: Random Percentage Audit Report



Best practices for evidence management include documented and periodic inspections and audits of the property-evidence inventory. The "Audit Compliance Report" takes a random, percentage based sample of evidence records from a specified category such as guns, drugs, money. A report is created from which the auditor can use to verify the items. The report has a place for the auditor to initial that each item was found at its correct location, and a place for annotations about the items. These notations can also be documented in the notes log section of the records.

Running the report again will give a different list of items. Auditing quarterly, for example, will let you sample and verify different items in every audit. The Audit Compliance Report is a great investment for CALEA accredited and state accredited agencies that follow prescribed evidence audit requirements.



DigitalOnQ Features & Functionality

The DigitalOnQ system is a comprehensive solution that meets law enforcement's unique needs to manage digital evidence. As a fully dedicated, secure, on premise hybrid DEMS, it simplifies the management of digital evidence. DigitalOnQ stands above its competitors by integrating with and supporting numerous evidence data capture tools used by law enforcement agencies. The DigitalOnQ application is compliant with Scientific Working Group on Imaging Technology (SWGIT) and provides an easy upload process, comprehensive security, and broad search capabilities.

FileOnQ uses the latest, most relevant Microsoft technologies and adheres to key industry standards. By using emerging technologies, agencies are able to implement DigitalOnQ with logical, affordable, and proven steps. DigitalOnQ is hardware agnostic, meaning users can upload from any storage media such as a network drive, secure digital (SD) cards, compact disc (CD)/digital versatile disc (DVD), body worn camera, in-car video camera) without being limited by a single vendor for digital media. It is the ideal solution to replace cumbersome CDs and DVDs and will eliminate the liability and time associated with storing files on physical disks. Agencies have seen substantial time savings and security that have implemented DigitalOnQ see substantial time savings and security in these areas.

DigitalOnQ will significantly reduce the labor and material costs associated with outdated methods such as downloading from memory cards and burning files, to expensive and trouble-prone CDs and DVDs. Additional cost-savings come with eliminating packaging materials and the time spent booking and storing discs as physical evidence.

DigitalOnQ provides the flexibility to upload and store digital evidence from various media types. This may include body-worn camera footage, car-video, proprietary surveillance footage, photos, and audio files -- all stored in a central repository in their native format.

DigitalOnQ enables users to quickly upload digital evidence in batches from the web application. The user can later use the desktop client to annotations the files with detailed information. The client also allows provides the ability to re-assign a crime classification, print, burn to DVD, and share.

DigitalOnQ provides a secure, 100% SWGIT compliant repository for all images, videos, and other forms of digital evidence. Image authentication processes are built-in, making original images preserved and tamper-proof. The digital file tracking logs every time a user views, edits, or moves a digital file.

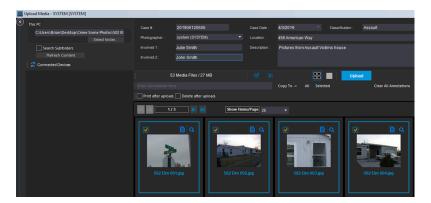


DigitalOnQ is flexible to store all types of media, enabling agencies to group or associate evidence into categories to meet their unique processes. This may include crime classification, incident location, a detailed description, the photographer, and the involved people.

BATCH UPLOAD

Users can select and upload a single file or a large group, regardless of the file type (audio, video, digital images, zip files, proprietary players, etc.) Nested digital evidence folders can be zipped and uploaded to maintain the folder structure.

Metadata associated with the case number can be pulled from a case management system through ar integration API. The remaining information can then be entered by the user. As files are uploaded, the user is prompted to enter the mandatory fields as designated by the system administrator.



DIGITALONQ WEB UPLOAD

Digital evidence can be uploaded in the field using the supporting web browser application. With appropriate permissions, users can also search and view files using the web browser application.





ORIGINAL FORMAT

All files are stored in their original format in the designated on-premise storage devices or MS Azure government cloud. The original downloaded file is maintained and is never altered. Any later modifications are shown as separate, modified files.

AUTHENTICATION

The authenticity of uploaded media is automatically verified from the original source. If authentication fails, the user is required to verify the authenticity or enter an explanation for the failure. This notation is documented in the chain of custody for the questioned file.



HASH VALUE

The system will then hash the uploaded digital file and store the hash value in the database. The current hash value is constantly compared to the original value in order to confirm the file has not been modified.

CHAIN OF CUSTODY

Every action taken with a digital record is tracked in the unalterable chain of custody. This includes upload, view, print, download, share, and enhance.

An icon displays the authenticity status of that file that displays any potential problems such as a file that has been altered or an image that was enhanced and is not the original. A complete history of enhancements made on a file is tracked and stored in the unalterable chain of custody. It will reflect the difference between the original and any variations, as well as the user that made the changes.





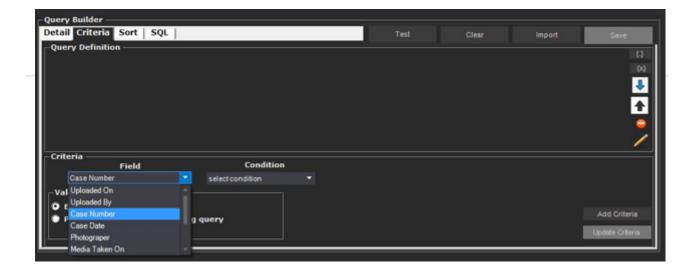
SEARCH

DigitalOnQ offers easy search tools using numerous criteria: name, case number, type, date, photographer, and any metadata field. This eliminates searching through CDs and DVDs to find needed files. All files are easily viewed in a detailed thumbnail view with a one-click preview access.



QUERY BUILDER SEARCH

DigitalOnQ allows for more complex, specific searches through the query builder utility. These queries can be named and saved, which enables them to be quickly run again in the future. Users may choose any database field in the query or have the query prompt the user for a value.



GROUP BY SEARCH

DigitalOnQ gives users the ability to group the results of a query in a virtual folder structure. For example, all evidence in a case number, grouped by photographer. That same query can also be grouped by location, case type, or any other available metadata.



VIEW / WATERMARK VIEW

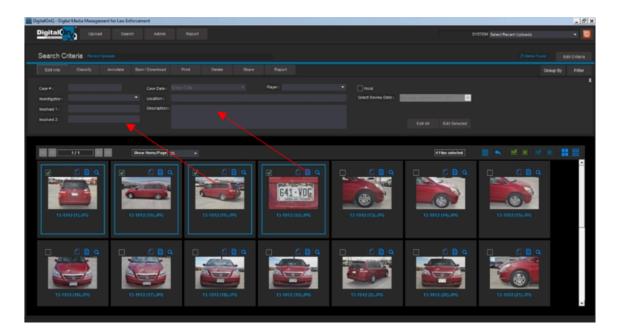
Authorized users may view images in unmasked, full-screen mode. Alternatively, a security setting for other groups may force-display a customized watermark mask prominently across images. The watermark can display the agency's name, department logo and/or the login ID of the viewing user. The mask discourages users



from photographing or video capturing images displayed in the DigitalOnQ system. In the full-screen display mode, users can also view the original image metadata and a full chain of custody for the selected digital file.

EDIT INFORMATION

Users with edit permissions can easily modify case information that was entered incorrectly such as case number or location. Data can also be modified due to case developments, such as incident classification, involved people, or file annotations. Edits can be made to an individual image or to a group of selected images.

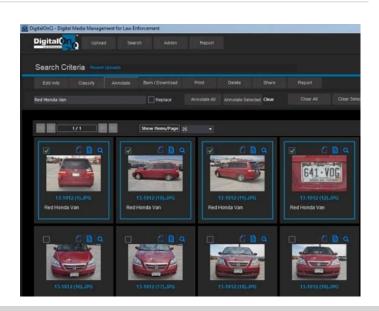


CLASSIFY

With appropriate permissions, a user may change the classification of a case or a selected group of evidence files within a case. Proper classification ensures the retention policy is applied correctly to the digital evidence. Access to evidence is also controlled by the crime classification, making accurate and updated case and data essential to the security of the evidence.

ANNOTATE

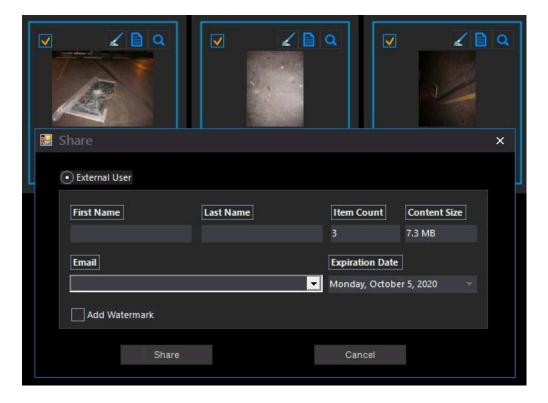
Users may add an annotation to individual files or an entire group of files. These annotations aid in organizing and retrieving the digital evidence. Annotations can be made at the time of upload, at a later date, or modified as the need arises. DigitalOnQ will document all annotation changes in the chain of custody for each digital media file.





Users may choose to share digital evidence with another law enforcement agency or the prosecutor's office. The share utility prompts the user to enter the email address of the receiver and an expiration date for the invitation. The receiver's email contains a link for them to log in and view the evidence. The receiver can then downloaded the digital files. When digital evidence is shared, all the metadata associated with the evidence is shared also.

Other discovery options include printing a proof sheet, printing individual photos, or burning the digital files onto an external device such as a thumb drive or DVD.

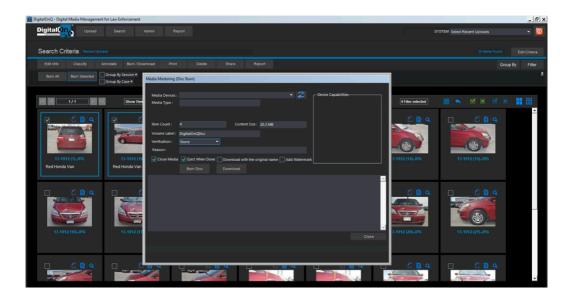


INTEGRATATION SHARING

If agencies have additional digital evidence files stored in other software applications, such as body worn cameras or in-car video, DigitalOnQ can provide a link to the case evidence in these applications. The link shows that other evidence exists outside of DigitalOnQ that can also be downloaded.

BURN AND DOWNLOAD

Authorized users may select images or videos to be burned to a DVD or CD. DigitalOnQ ensures no media copies are left on the local hard drive and verifies the burned media is a guaranteed working copy.



PRINT

Users can print individually selected files or an entire query-result group at once. Print options include thumbnails, 2x2, 3x3, 4x3, or full page. Printed images can be grouped by case number or photographer, with an option to include all metadata and chain of custody.

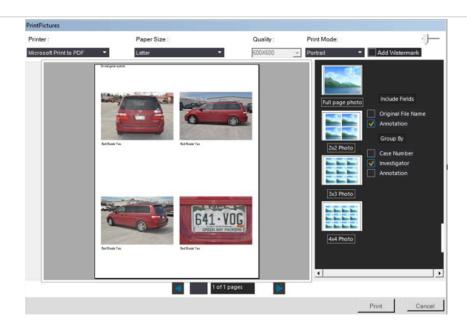




IMAGE ENHANCEMENT

DigitalOnQ offers a light image enhancement utility that allows minor enhancements on digital images. These include options such as crop, rotate, apply grayscale, add arrows and shapes, etc. The enhanced images are associated with the original (parent) file and saved as a separate child copy. An enhancement history is saved to the chain of custody of the new child image showing the steps taken for enhancement.



ESTABLISH RETENTION & PURGE RULES

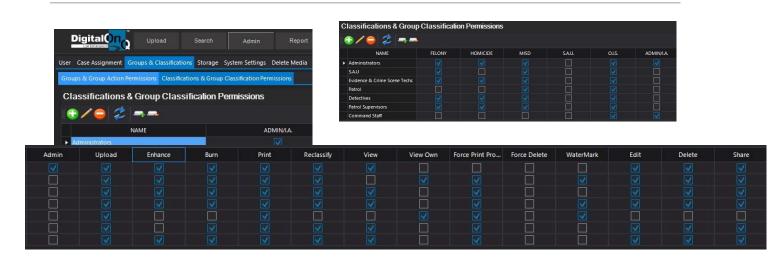
A retention period can be assigned to digital evidence based on the classification of the crime. Digital evidence can be purged from DigitalOnQ in several ways. Eligible evidence can be deleted automatically by the system at the end of its assigned retention period. Another option is to have the system send an email notification to a designated user or group who can then manually delete the files.

All routines to archive or move can be overridden and run manually with one click. A query result archive function also enables the user to run a query, select the entire result or a subset of the result, then manually archive or move the selection.

DigitalOnQ ensures agencies are compliant with purging policies and procedures and provides security controls for appropriate authorization prior to evidence being deleted. Digital evidence files can be completely deleted from the system along with the associated database records. Another option is to delete the original files only and keep the chain of custody and metada for archival purposes.

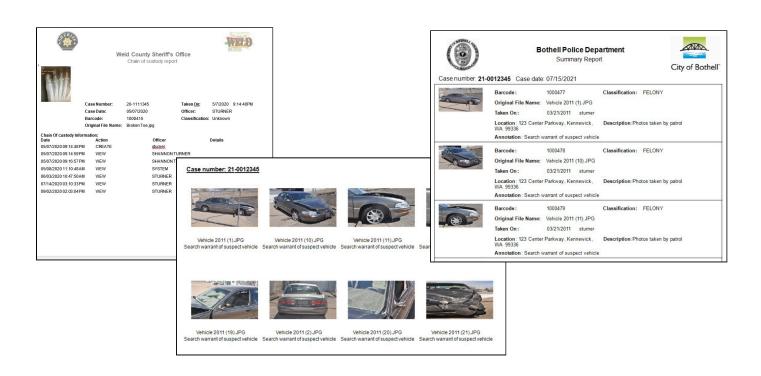
SYSTEM ADMINISTRATION

Agencies can determine the user groups and permissions in DigitalOnQ. Permission settings control actions such as print, view, burn, share, reclassify, delete and annotate. User gruops can also be limited to the classification of evidence. For example, digital evidence associated with sexual offenses may only be viewable to a specific group. Administrators may also configure the watermark settings, evidence media storage volume, classification values, and evidence retention settings.



Custom Reports

Custom reports/forms are produced after performing any type of query making them dynamic and versatile. FileOnQ uses Crystal Reports to develop these forms, however the end user is not required to have any Crystal Reports license or knowledge because the reports are run from within the application. Standard reports included with DigitalOnQ are: Chain of Custody, Proof Sheet, and Case Evidence by Media type. FileOnQ will work with your agency to design your custom reports to meet your needs. Additional custom reports can be negotiated into the final contract.

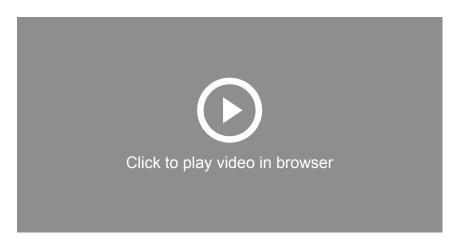


FoundropOnQ

The Solution – FoundropOnQ is a unique recovered property portal for law enforcement and the public. It quickly identifies and reunites lost or stolen items with its owners and alerts investigators at other agencies of recovered property they are looking for.

Features and Benefits Overview -- Below is a summarized list of the FoundropOnQ solution features and benefits. For a more detailed and complete overview, we are happy to show you a live, on-line demo.

- Provides one place to automatically post all found property your agency has recovered.
- Allows the public to search for their lost or stolen property recovered by participating law enforcement agencies.
- The victim stolen property reporting portal enables owners to report stolen property with written detail and photos. This replaces officers having to take the stolen property report in person and the subsequent entry into RMS and NCIC.
- Patrol officers can search Foundrop in the field to see if suspicious property has been reported stolen.
- With the Hit List feature, investigators can create BOLO-type queries and receive an automated message if their agency or another participating agency recovers an item matching their criteria.
- Lost and stolen property "finds itself" rather than sitting idle on a shelf waiting for the officer or evidence tech to locate the owner.
- FoundropOnQ seamlessly and securely uploads and shares found property with the public and shares agency-determined property and evidence with other participating law enforcement agencies





"Without Foundrop the property probably would have never been connected to the case. If it had been, it would have taken months. Foundrop did it in hours." - Tucson Police Department

QUARTERMASTER

Features & Functionality

EvidenceOnQ Application Software License

EvidenceOnQ is built on a Microsoft Operating System platform utilizing proven methods and technologies. The multitier nature allows for single server implementations in smaller environments, reducing cost and administrative effort. It also provides the ability to be distributed onto several servers that share the load to improve performance in larger environments. This architecture provides a solution that can scale to different environments. EvidenceOnQ runs on Microsoft SQL Server 2012 or higher provided by the customer. All the data stored within the EvidenceOnQ application can be backed-up, restored, or extracted using standard SQL tools and routines. This ensures that your data can be backed up for disaster recovery or archival purposes.

Administrative Desk Top Client:

The administrative desktop client is a full-featured Windows application that enables users to access the FileOnQ system from the server. Client seats are sold on a concurrent user basis. FileOnQ will install the desktop client on as many PCs as you have concurrent client seats. You may install the desktop client on as many computers as desired after installation with no additional charge per computer. This allows access to the system throughout your entire organization.

Customized Profile Screen:

FileOnQ provides flexibility by allowing the customer to dictate the design of the profile screen. This makes data entry as simple as possible by following your existing workflow, using your own terminology and codes, and providing fields that are unique to your department's equipment and asset management needs. This feature is usually the primary reason agencies choose FileOnQ; it is designed by them to meet their own individual needs and comply with their specific policies and procedures. Not only is it flexible when it is designed, but the screen is flexible to change as your needs change. You may alter the profile at any without additional cost.

All searches and data entry are performed from just one screen, eliminating the need to work through multiple levels of screens to search or enter data. Searches can be made from any field or combination of fields, combining known information with partial information. For example, you can search for all portable radios of a specific model. Searches can also be performed for equipment currently issued to each officer, a specific vehicle, or fixed assets assigned to a location. Detailed searches can also be performed, such as all personal weapons that were used for qualification last year, all personnel that attended a specific course, or all officers who speak Spanish. There is virtually no limit to the combination of searches that can be performed.

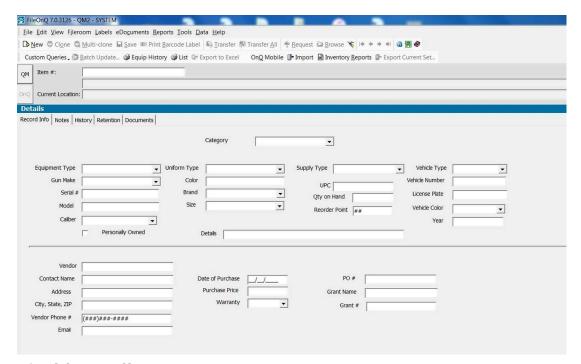
The screen example below shows some of the common data fields you may choose to include on your profile screen. To make data entry even smoother, FileOnQ provides a control field that will enable or disable other fields that are dependent upon that category. For example, if the system is used for multiple uses such as officer equipment, vehicles, personnel, etc. the fields would be enabled for the category that is being tracked. Because each agency designs their own profile screen, detailed or general descriptions of the items can be included.

Profile Example

Each agency determines the design of the profile screen to meet their needs. Every field is user defined, making it 100% configurable. It is also flexible to change as your needs change. FileOnQ allows agencies to modify their profile at any time; fields can be added, deleted, modified, or relocated. This can be done by the agency, does not require permission from FileOnQ, and doesn't incur a cost. The profile screen shown below is an example of a quartermaster management screen. Yours will be designed to meet your needs.

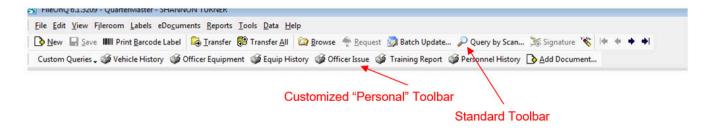
The following field types are available when creating or modifying the profile screen:

Text	Check Box	Calculated	Formatted Text	Date	Time
Coded	Lookup	Simple Lookup	Multi-line	Decimal	Currency



Customizable Toolbars:

Users may customize the standard toolbar by adding or removing icons in a "drag and drop" method. They can also create additional "personal" toolbars containing shortcuts for functions they perform on a regular basis. These toolbars themselves can be "dragged and dropped" anywhere on the FileOnQ Homescreen.

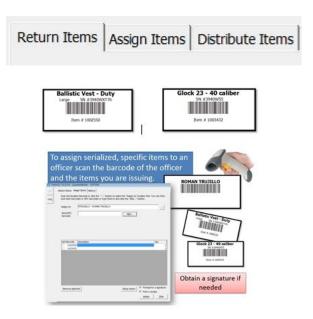


Barcode Tracking:

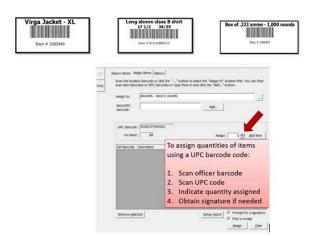
Barcode technology is one of the distinctive features of FileOnQ. It is faster and more accurate than any other form of tracking. Using a barcode dramatically decreases the time it takes to retrieve a record from the database and transfer that item to a location or status. Using the Quartermaster tab, items are returned, issued, or distributed to a group.

The Quartermaster system uses two types of barcodes for tracking equipment and assets.

<u>Item Barcodes</u>: Items that are serialized such as guns, radios, vests, cars, etc. When transferring these items, the individual barcode of each item is scanned.



<u>UPC Code</u>: FileOnQ utilizes UPC codes to track items that are purchased and issued in bulk such as pants, shirts, supplies, ammo, etc. The Quartermaster system can utilize the manufacturer's UPC or you can create your own UPC. When using the UPC code, the system shows the quantity on hand. The user is prompted to enter the quantity of the item(s) being issued or returned. When items are issued, the quantity on hand is reduced. When items are returned, the quantity on hand increases.



Location barcodes - Barcodes are assigned to locations, people, or a status such as returned to vendor, in stock, or destroyed. Agencies can create unlimited, customized locations.



Work List Management:

The Worklist feature allows users to create a group of records for a specific task. Worklists can be used to create a list of records for projects such as equipment to be pulled for issuing to new hires, vests that need to be replaced for officers, items that need to be destroyed, or equipment to send back to the manufacturer. This work list is associated with a user's login and is preserved even if the user logs off. The Worklist window floats on top of the FileOnQ application or may be minimized when working with other functions of the system.

Queries:

FileOnQ provides users with the ability to search for items utilizing a number of different querying methods.

Query-by-Example: The customized profile is used for most searches using a specified value or values. This search tells the system to search for all records that match your example. You can provide an example – including wildcards -- for a single field or for multiple fields and across multiple tabs.

Query-by-Date: Allows users to perform searches by date ranges for any date field on the profile.

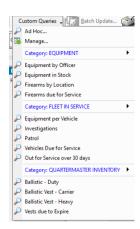
Query-by-Current Location: Allows users to perform searches by locations or boxes to determine the contents of the box or location. For example, you may want to search for all items assigned to Officer Jones, all equipment in vehicle # 529, or all 9mm ammo in stock.

Query-by-Scan: Allows users to create a list of items by scanning the barcodes on each of those items. Once those items are put into a list, the user can choose any number of actions, such as transferring them all to another location, printing a report, or adding them to a work list.

Query-by-Notes Log: Allows users to query the notes log entries. Queries can be made by subject, author, date, and contents of the notes.

Query by Text: Enables the user to perform queries across all fields on the profile screen, in the notes log, and by document key words in the eDocs module.

Custom Query Manager: FileOnQ provides a simple way to organize and manage queries. When queries are built they are given a name and saved for future use. Users simply click on the query to run it. There is no limit to the number of categories and queries that can be created. Users can add routine queries to their customized toolbar. Categories can also be enabled or hidden depending on the user's job duties.



Notes Tab:

The **Notes** field is an unlimited, free-form text field used for notes or additional information about the record being viewed. The contents of this field are searchable via Query by Example or when included in a query written by the Custom Query Manager. Notes can be added and deleted as needed, similar to a "whiteboard" and are not logged in the audit trail.

The **Notes Log** feature allows users to add line item notes that are date and time stamped along with the author. These entries may be categorized by subject and are displayed in a grid on the comments/notes tab. Diary entries cannot be edited or deleted by anyone and are a permanent record.



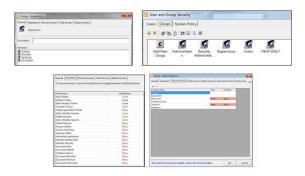
History:

The History Tab displays the changes (edits) made to any of the fields on the main tab, notes tab, or retention tab for a record. For example, if a user changed the serial number of a weapon, it would show the person who made the changes, the date and time, and the old and new values. It would also document the computer used, the IP address, and the windows user login. This feature adds security to your equipment management due to the fact that all changes are documented in the system.



Security and Policy Management:

The FileOnQ system requires users to enter a User ID and password to log in. A system administrator is able to create users and groups and set the permissions for specific functionality. System policies can also be set for Password Expiration, Minimum Password Length, Failed Login Attempts Allowed, and Strong Passwords. With record-level security, permissions can limit the transfer and/or view of records. Restrictions and permissions can also be made for specific reports, viewing individual fields, using specific notes log topics, and viewing the current location of items.

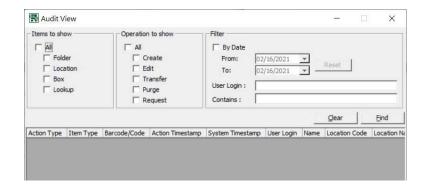


Audit Trail:

The Audit Trail is an unalterable record of the history of each item, showing when a record is created, edited, transferred, and requested. It also includes each time a barcode label is printed. The audit trail documents the date, time, and name of the person who logged in to the system to perform the transaction. It also includes the name of the computer, IP address, and the Windows User Login for each transaction.

Audit Query:

Audit Query allows users to search the system for specific operations such as items created, edited, and transferred. It also includes operations such as locations and boxes created and lookup values that have been modified. A wide range of parameters can be used when using the Audit Query. The results can be filtered by any column of data to narrow down specific results. For example, the Audit Query can be used to find all items transferred between specific dates by a specific user.



Signature Capture:

The FileOnQ Signature Capture Module enables signatures to be obtained when issuing equipment. This eliminates hand-written receipts and allows for a paperless management system. The digital signature is stored in the unalterable audit trail for each item.

Batch Update:

The data in FileOnQ can be changed for a specific record or updated for a group of records. Any field or combination of fields on the profile screen can be changed using the Batch Update feature. Batch updates can also be used to change the retention code, review date, and retention comments.

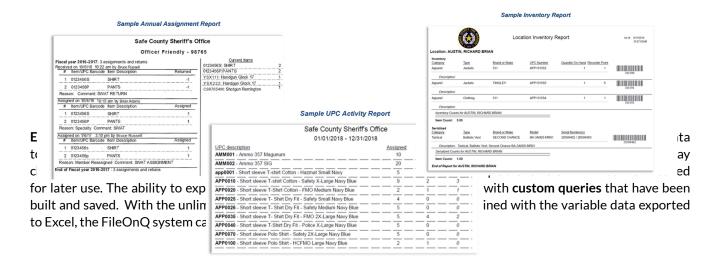
Inventory:

Inventories can be performed quickly and efficiently with the Inventory Module. Projects can be started, paused, and resumed as your schedule allows. An inventory history is maintained for each item that shows how many times it was inventoried and the status of the item at the time of the inventory. FileOnQ permanently maintains the completed inventories, with the ability to view previous inventories and the results. Notes and comments may be added to the inventory to document any corrections or clarifications. The detailed inventory report shows all specific details about the report, the items missing, all items accounted for, and the items that were found in the inventory that do not belong in that location.

Standard & Custom Reports

FileOnQ provides virtually limitless searching and reporting capabilities. Information needed for routine equipment accountability, statistical reporting, and special circumstances can be retrieved with a simple click of the mouse.

- FileOnQ comes with several **standard reports** that allow users to create an **almost unlimited number of variations**. These are designed for day-to-day reporting and management.
- Customized reports are included based on the needs of the individual agency. These reports may include receipts, itemized equipment lists, and customized reports. Agencies can create custom reports using their own crystal report writer or FileOnQ can provide professional services to develop them.





MAINTENANCE AND SUPPORT



All of us at FileOnQ are committed to doing everything necessary to ensure you are completely satisfied with our product and our support. Unlimited maintenance, support, and training are provided with the purchase of your EvidenceOnQ property and evidence management solution or the FieOnQ Public Safety Platform Solution. This includes:

- Free Upgrades for all three platform applications of the FileOnQ Public Safety Platform Solution - EvidenceOnQ, DigitalOnQ, and FoundropOnQ
- Unlimited telephone and online support
- Unlimited training via telephone and web-conference
- Peripheral hardware life-time replacement
- Assistance with developing new policies and procedures
- Access to the FileOnQ customer portal website with training videos and tools

Should a support need arise, you will appreciate our direct line via our 800 number, as well as, our live On-Line Web Support Meeting Center.

Email: <u>Support@fileonq.com</u>

Phone: 1-800-603-6802 select 4 from the menu

FileOnQ customers overwhelmingly agree that the ongoing maintenance, support, and training provided by our FileOnQ law enforcement experts improves their system use and departmental productivity to the extent that their investment pays for itself several times over.



"I wanted to reach out to you and let you know how much I appreciate everyone at FileOnQ. Ron and Scott are really amazing and have done everything they seemingly can to solve our problems when they arise (which isn't often). And their quick responses to my requests are really unparalleled. Being in IT as long as I have it's not often you see that on a consistent basis.

When I have had to call your support desk (and it's not that often) - Bridget has always fixed my issues and, again, with exceptional response times!

To have a product that is rock solid is something to hang your hat on but to have the support personnel that backs it all up is something to be really proud of. Thank you very much."

- Greg Turley, Local Systems

Administrator II, Kansas City Police Department

INVESTMENT OVERVIEW

Pembroke Pines Police Department			
 EvidenceOnQ - Property & Evidence Management, including all modules DigitalOnQ - Digital Evidence Management QuartermasterOnQ - Assets & Quartermaster Management Foundrop - Found & Stolen Property Reporting & Connection 	\$2,607.93 /month	1	\$2,607.93/month
Monthly Subscription Fee Total			\$2,607.93 \$0

One-time Implementation Fee

EvidenceOnQ Implementation:

 Upgrade your existing EvidenceOnQ solution with the following new module:

• eDocs Module

FoundropOnQ Implementation:

- Integration configuration/setup with EvidenceOnQ
- Setup FileOnQ Inc.'s Branded Public Site
- Remote, live On-line Training

One-time Implementation Fee Total

\$0

\$0

0

\$0

Existing Peripheral Hardware Previously Purchased by Customer (Lifetime Replacement Included with Subscription)	Qty
Symbol LS 2208 Attached USB Barcode Scanner	0
Symbol Li 4278 Wireless Bluetooth Barcode Scanner	3
CipherLabs A8001RCS00005 Portable Scanner Bundle (Includes: CipherLabs Scanner w/4 MB Memory, Rechargeable Li-ion Battery, and Charging/Communication Cable)	0
Zebra TC70x Mobile Scanner Bundle (Includes: Zebra TC70 Scanner, Pistol Grip Trigger, Docking/Charging Station and Power Supply) * Must be purchased from FileOnQ	0
Motorola MC65 (Includes cable and docking station)	2
Topaz Signature Pad (USB)	2
Topaz Signature Pad (Wireless Bluetooth)	0
Zebra ZD420TT Thermal Transfer Barcode Label Network Printer	1
Peripheral Hardware is calculated into monthly subscription fee .	

Peripheral hardware is provided as part of the FileOnQ Property & Evidence Management Platform Solution. If a device breaks or becomes incompatible with your current version of the software, FileOnQ will replace it at no charge.

Your proposed investment for the solutions and peripheral hardware outlined above is:

One time implementation fee of \$0.00 then \$2,607.93 per month

The first payment will be due before your next maintenance and support expiration date of 09/30/2022.

NOTE: The monthly subscription cost for the software and services outlined are in effect for 24 months. Thereafter, the monthly fee will increase no more than 5% yearly or 10% over any 3-year period. Any future software or licensing additions to your FileOnQ platform may affect the monthly subscription cost."

OFFERING COMPARISON

FEATURES	ANNUAL CHARGE	INCLUDED WITH SUBSCRIPTION FEE
Annual Maintenance & Support Contract		
In-version Upgrade (Example v7.0 to v7.1)	Included	Included
Major Version Upgrade (Example v7.0 to v8.0)	Purchased by customer	Included
Peripheral Hardware Lifetime Replacement	Not Applicable	Included
Unlimited Phone, Email, & Web Support	Included	Included
EvidenceOnQ		
Active Directory	Chargeable Option	Chargeable Option
Audit Compliance Report	Chargeable Option	Chargeable Option
Concurrent User Licenses	Charge per concurrent user	Unlimited concurrent users
Customized Reports	Chargeable Option	Chargeable Option
Customized Training Materials	Chargeable Option	Chargeable Option
Data Conversion & Import	Chargeable Option	Chargeable Option
Database License	Based on number of records	Unlimited
eDocs	Chargeable Option	Chargeable Option
Installation	Chargeable Option	Chargeable Option
Integration	Chargeable Option	Chargeable Option
MobileOnQ	Chargeable Option	Chargeable Option
Notification & Triggers	Chargeable Option	Chargeable Option
On-site Training & Travel	Chargeable Option	Chargeable Option
Random Audit Report	Chargeable Option	Chargeable Option
Signature Capture	Chargeable Option	Chargeable Option
Standard Reports	Chargeable Option	Chargeable Option
Test Database	Chargeable Option	Chargeable Option
WebView	Chargeable Option	Chargeable Option
3 WebView Dashboard Widgets	Included	Included
WebView Dashboard Widgets Over 3	Chargeable Option	Chargeable Option
Workflow Notification Module	Chargeable Option	Chargeable Option
DigitalOnQ	Chargeable Option	chargeable option
3 Custom Reports	Included	Included
Annual Digital File Uploads	Charged per 25k uploads	Unlimited included
Concurrent User Licenses	Charge per concurrent user	Unlimited included Unlimited concurrent users
Customized Training Materials	Chargeable Option	Chargeable Option
Digital Evidence Import	Chargeable Option	Chargeable Option
Digital Evidence Import DigitalOnQ Web	Chargeable Option	Chargeable Option
Installation	Chargeable Option	Chargeable Option
Integration with Body Worn Cameras	Chargeable Option	Chargeable Option
On-site Training & Travel	Chargeable Option	Chargeable Option
Share	Included	Included
FoundropOnQ Essentials	Included	
Public Portal - Locate Lost Property	Included	Included
Seemless Integration with EvidenceOnQ	Included	Included
Foundrop Professional		
•		argeable Option
Foundrop Essentials	Included	Included
Victim Digital Stolen Property Inventory	Chargeable Option	Included
HitList Feature - Investigative Tool	Chargeable Option	Included
Digital Bulletin Board	Chargeable Option	Included

TERMS AND CONDITIONS

- **1. AGREEMENT**: Customer agrees to abide by the payment schedule detailed in the below "Terms and Payment". Supplier agrees to provide product use, deployment, software upgrades, support and training, as detailed in this proposal.
- **2. TERM AND PAYMENT**: The one-time implementation fee is due within 30 days of the signed agreement and/or issue date of customer purchase order. The recurring subscription fee (whether monthly or annual as chosen by the customer) is due within 90 days of signed agreement or issue date of customer purchase order.
- **3: TERMINATION:** Customer may terminate this Subscription Agreement in writing at any time, with a 60-day cancellation notification. Within the 60-day cancellation notification, the customer will be responsible to discontinue use of software and remove the software from all computers and storage devices. All equipment provided by FileOnQ must be returned to FileOnQ. The customer's data remains the property and responsibility of the customer.
- **4. OWNERSHIP**: This subscription is for the use of the FileOnQ platform solutions, storage and services detailed in this proposal. FileOnQ maintains all ownership rights of the Software and Equipment.
- **5. ASSIGNMENT**: Customer has no right to sell, transfer, or assign this agreement; sublease the Software and Equipment, or use as a service bureau for any third-party.
- **6. ENTIRE AGREEMENT**: This agreement outlines the arrangement between FileOnQ and Customer with respect to payment and ownership of the Software and Equipment. No modifications of this Agreement shall be effective unless in writing and signed by the parties.
- **7. AGREEMENT ACCEPTANCE**: This Agreement shall commence upon signed acceptance below and/or the receipt of a Customer Purchase Order.

NEXT STEPS

- 1. Please REVIEW the two offers in this proposal.
- 2. Please MARK all the feedback boxes below that apply and INITIAL the box at the bottom-left of this page. (This will send me a notification and I'll contact you to discuss the next steps.)
- 3. If you'd like to speak to me by phone, please don't hesitate to CALL me directly at

I have reviewed your proposal and would like you to know: (Please check all that apply.)	
 Everything looks great! We are interested in moving forward with the FileOnQ Public Safety Platform Solution. 	\$0
Everything looks good, but I have pricing questions/concerns.	\$0
☐ We are still evaluating other solutions.	\$0
Everything looks good, however, we're considering this for next year's budget.	\$0
☐ I have questions about FoundropOnQ.	\$0
☐ I have questions about EvidenceOnQ.	\$0
☐ I have questions about DigitalOnQ.	\$0
Everything looks great, but I'm not the final decision maker.	\$0



Angela Malone

Pembroke Pines Police Department

PREPARED BY

Ramona Malyon

RamonaM@fileonq.com https://fileonq.com

SYSTEM REQUIREMENTS

SERVER

Hardware

Pentium 4 or higher (Xeon [Core i3/i5/i7] recommended)

2 GB RAM (8 GB recommended)

2 GB disk space

SVGA display (1024x768 or higher

SQL Server

SQL Server 2012

SQL Server 2014

SQL Server 2016

SQL Server 2017

Either Express, Standard or higher editions

Operating System

The following editions of Windows Server are supported:

Windows Server 2012 Windows Server 2012 R2 Windows Server 2016

Network

Windows Networking using TCP/IP, UNC Name resolution (DNS) Shared UNC path for shared settings

Other

PDF viewer software (such as Adobe Reader)

If adding WebView or MobileOnQ

Internet Information Services (IIS) 7 or higher .NET Framework 4.0 Windows Networking using TCP/IP

If adding eDocs

Disc Space dependent on the number and content of documents stored

If adding DigitalOnQ

8 GB RAM (12 GB recommended)
Disc Space dependent on the number and content of documents stored
SQL 2008R2 or above Required

DESKTOP

Software

The following versions of Microsoft Windows are supported:

Windows 7

Windows 8.0

Windows 8.1

Windows 10

.NET Framework 4.0

Internet Explorer 8.0 or higher

PDF viewer software (such as Adobe Reader)

Hardware

Pentium 4 or higher 1 GB RAM (4 GB recommended) 400 MB disk space SVGA display (1024x768 or higher)

If adding MobileOnQ

Windows Mobile Device Center (on PC with docking station)

If adding DigitalOnQ

4 GB RAM (8 GB recommended) .NET Framework 4.5



SOFTWARE LICENSE AGREEMENT Patent Protected, Patents 7,599,942 B1 & 8,176,093 B2

THIS IS A LEGAL AGREEMENT BETWEEN FILEONQ AND CUSTOMER FOR THE FILEONQ SOFTWARE PRODUCT TO BE INSTALLED, WHICH INCLUDES COMPUTER SOFTWARE AND RELATED DOCUMENTATION. BY USING THE SOFTWARE, CUSTOMER ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, CUSTOMER MAY, WITHIN THIRTY (30) DAYS OF PURCHASE, RETURN THE UNUSED SOFTWARE PRODUCT TO THE VENDOR FROM WHOM IT WAS PURCHASED FOR A REFUND, SUBJECT TO A RESTOCKING FEE.

FileOnQ, Inc., a Washington corporation doing business as FileOnQ ("FileOnQ") whose address is 832 Industry Drive, Seattle, WA 98188, USA hereby grants to Customer a non-exclusive license (a "License") to use the software product(s) and the accompanying printed materials and User Manual (the "Documentation") as identified on all invoice/purchase statements on the terms set forth below.

THIS NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT GRANTS CUSTOMER SPECIFIC RIGHTS TO INSTALL ALL FILEONQ LICENSE AND DELIVERY ORDERS RELATING TO LICENSED PRODUCTS SPECIFIED ON ALL INVOICE/PURCHASE STATEMENTS UNDER THE FOLLOWING CONDITIONS.

1 GRANT OF LICENSE

This License grants Customer the following rights.

- 1.1 <u>Software.</u> Except as set forth below, customer may use only for the benefit and management of the purchasing entity and the management of the purchasing entities own items, records, documents, data and processes. Customer use is limited to the number of entities, agencies, organizations, servers, web servers, modules, databases, concurrent client seats/database connections, and related utilities as identified on corresponding invoice and purchase orders/statements. Customer may not use for the purpose of servicing third party entities, agencies or organizations unless specifically identified in name and on corresponding invoice and purchase orders/statements.
- 1.2 <u>Storage/Network Use.</u> Customer may store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software over an internal network; however, Customer must acquire sufficient concurrent client licenses so as to maintain one license for each simultaneous user during peak demand. Customer agrees to provide technical or procedural methods to ensure the use of the Software does not exceed the number of concurrent licenses purchased pursuant to this Agreement.
- 1.3 Transfer. Customer may not transfer License, Software, or Documentation.

2 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- 1.1 <u>Reverse Engineering.</u> Customer may not modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the Software, or any portion thereof.
- 1.2 <u>Copying.</u> Customer may make copies of the Software for the purposes of backup and archival. All copies must remain in the possession of Customer and do not constitute legal copies for the purpose of additional installations. Documentation may be copied or printed from disk as needed to distribute to all authorized uses within the Customer's organization as needed so long as all material remains unaltered.
- 1.3 <u>Separation of Components.</u> The Software is licensed as a single product. Customer may not separate the Software's component parts for use on more than one computer.

- 1.4 <u>Rental.</u> Customer may not rent or lease the Software or Documentation.
- 1.5 <u>Proprietary Notices.</u> Customer may not remove any proprietary notices, labels or marks on the Software or Documentation.
- 1.6 <u>Upgrades.</u> If the Software is an upgrade from another product, this upgrade License supersedes any previous License. Customer may use the Software only in conjunction with the upgraded product, or Customer must destroy the upgraded product.
- 1.7 <u>Use of FileOnQ's Name.</u> Customer may not use FileOnQ's or FileOnQ's suppliers' name, logos, or trademarks in any manner including, without limitation, in Customer's advertising or marketing materials, except as is necessary to affix the appropriate copyright notices as required herein.

3 TITLE

Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain in FileOnQ. The Software and the Documentation is protected by the copyright laws of the United States and international copyright treaties.

4 TERMINATION

The License is in effect until terminated. The License will terminate automatically if Customer fails to comply with the limitations described herein. On termination, Customer must destroy all copies of the Software and Documentation.

5 EXPORT CONTROLS

This Software is subject to the export control laws of the United States. Customer may not export or re-export the Software without the appropriate United States and foreign government licenses. Customer shall otherwise comply with all applicable export control laws and shall defend, indemnify and hold Company and all Company suppliers harmless from any claims arising out of Customer's violation of such export control laws.

6 MISCELLANEOUS

- 1.1 This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them.
- 1.2 This Agreement may be amended only in writing executed by both parties.
- 1.3 The terms of this agreement take precedence over any purchase order that might be used.
- 1.4 If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remainder of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be governed by and construed under Washington State law as such law applies to agreements between Washington State residents entered into and to be performed within the state of Washington, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

7 U.S. GOVERNMENT END-USERS

The Software and Documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995), and is provided to the U.S. Government only as a commercial end item. Government end users acquire the Software and Documentation under the following terms:

- (a) for acquisition by or on behalf of civilian agencies, consistent with the terms set forth in 48 C.F.R. 12.212 (SEPT 1995); or
- (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the terms set forth in 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995).

8 LIMITED WARRANTY

FileOnQ warrants that the media containing the Software, if provided by FileOnQ, is free from defects in material and workmanship and will so remain for thirty (30) days from the date Software is acquired. FileOnQ's sole liability, and Customer's sole remedy, for any breach of this warranty shall be, in FileOnQ's sole discretion:

- (a) to replace defective media; or
- (b) if the above remedy is impracticable, to refund the License fee paid for the Software.

Replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date of shipment of the replaced Software. Only if Customer informs FileOnQ of a problem with the Software during the applicable warranty period and provide evidence of the date Customer acquired the Software will FileOnQ be obligated to honor this warranty. FileOnQ will use reasonable commercial efforts to replace or refund pursuant to the foregoing warranty within thirty (30) days of being so notified. THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY FILEONO, FILEONO MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO LIMITATIONS MAY NOT APPLY IN THOSE JURISDICTIONS. NO FILEONQ AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to the Software by Customer during the warranty period; if the media is subjected to accident, abuse, or improper use; or if Customer violates the terms of this Agreement, then this warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Software was designed to be used as described in the Documentation.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

9 LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL FILEONQ OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF FILEONQ'S LIST PRICE FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF FILEONQ SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY IN THOSE JURISDICTIONS.

10 DISPUTE RESOLUTION

The parties agree to resolve any dispute under this agreement by final and binding arbitration conducted pursuant to the rules of the American Arbitrators Association. The prevailing party shall be entitled to the recovery of all reasonable costs and attorney's fees. Each party reserves the right to seek equitable relief from a court of appropriate jurisdiction in King County, Washington.

Terms of Use

Last updated: November 12, 2020

Welcome. We're so thankful to have the opportunity to serve you!

In keeping with the old saying "Good fences make for good neighbors," our lawyers want us to explain our fences. We'll try to make this as painless as possible by including plain-English summaries after most sections.

Using Foundrop

Who can use Foundrop?

You may use our Products only if you can form a binding contract with Foundrop, and only in compliance with these Terms and all applicable laws. When you create your Foundrop account, you must provide us with your accurate and complete information. Any use or access by anyone under the age of 13 is prohibited (Though we suggest that if you are under the age of 18 you let your parents know- we're sure they'll want to use it to!) If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. Some of our Products may be software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Products, and these Terms will apply to such upgrades.

Translation: You can use Foundrop unless you're under 13 and if you adhere to our Terms of Use Policy.

Foundrop is free for individual users.

As an individual, Foundrop is free for you to inventory your property with pictures. Foundrop is free for you to flag your property as lost or stolen and to download a hard copy of your property. In a nutshell, you don't pay to inventory and track your property, and we have no hidden fees to surprise you. You may also delete your account at any time simply by clicking on your username at the top right corner of the site, and clicking on "Edit your account".

Our license to you

Subject to these Terms and our policies (including our Responsible Usage Policy), we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Products.

Commercial use of Foundrop

If you want to use our Products for commercial purposes we can do special things for you that will simplify your business and life! <u>Contact us</u> and we'll cater to you.

Ordering Subscriptions

A monthly subscription allows an Authorized Organizational User to access the Services. No matter the role, an Organizational subscription is required for each Organizational User. A subscription may be procured through the Services Interface, or in some cases, via an order entered between a Customer and us. Please email us at contact to inquire further if you did not sign up through the service interface "Sign Up". Each Individual Authorized User within an

Organizational User must agree to the <u>User Terms</u> and does so upon logging into their subscription. Subscriptions commence when we make them available to a Customer and continue for the term decided by the Organizational User, whom may terminate their subscription "at will". If an Organizational User cancels their subscription created through our Services Interface, your credit card will not be billed the following month, and your Organizational page will be deleted from Public and Organizational view. If your Organization procures services through a Purchase Order, or ACH Debit, it may do so on a monthly or annual basis, as we understand organizations have varying procurement policies. If an Organizational subscription is paid in full for a year(s) billing, and is canceled by the Organization prior to that annual calendar start month, the remaining paid months forward will be refunded to such Organization. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in an email Order Form that can be sent at contact.

Payment Terms

Payment obligations are billed 30 days in advance and the month in which you cancel is nonrefundable. Subscriptions purchased on an annual basis other than through the Services Interface, will receive two email notifications for renewal, 60 and 30 days prior to the 12th month the subscription was started. If payment is not received by the 12th month, the Organization will receive phone contact to assure contact was made, preventing the integrity of the Organizations Foundrop page from being interrupted.

If we agree to invoice a Customer by email, full payment, whether monthly, or on an annual term, whichever the Organization deems best for them, must be received within thirty (30) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income.

Credits

We do not credit unused days in the month your Canceled Subscriptions is activated by you. Subscriptions purchased on an annual basis will be credited for any remaining months within the 12-month billing cycle. Again, bottom line – you cancel, you end the agreement, and we'll return the unused months payments. We can't make it any simpler than that!

Your Content

Posting your property/content

Foundrop allows you to post property/content, comments, and other materials. Anything that you post or otherwise make available on our Products is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to Foundrop, but also allow others to view specific items that you mark as lost or stolen. You also agree that other users who find your lost and stolen property may contact you at the contact information you provide.

Translation: If you post your property/content on Foundrop, it still belongs to you but if you mark it as lost or stolen we can show it to people who run the serial number to that specific item--which is the whole point of this site, right?

How Foundrop and other users can use your content

You grant Foundrop and its users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, and distribute your User Property/Content on Foundrop solely for the purposes of operating, developing, providing, and using the Foundrop Products. Nothing in these Terms shall restrict other legal rights Foundrop may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason; including User Content that we believe violates these Terms or our policies. Foundrop and its users may retain and continue to use, store, display, reproduce, perform, and distribute any of your User Content that other users have stored or shared through Foundrop with any Law Enforcement, Port Authority, Transit Authority, University or School.

Translation: Your information is private until you make it public by marking your property lost or stolen and want the finder to get it back to you. The less contact information you put the fewer contact option the finder had to contact and return property to you.

How long we keep your content

Following termination or deactivation of your account, or if you remove any User Content from Foundrop, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, Foundrop and its users may retain and continue to use, store, display, reproduce, perform, and distribute any of your User Content that other users have stored or shared through Foundrop with any Law Enforcement, Port Authority, Transit Authority, University or School.

Translation: Copies of content shared with others may remain even after you delete the content from your account.

Feedback you provide

We value hearing from our users, and are always interested in learning about ways we can make Foundrop more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Foundrop does not waive any rights to use similar or related Feedback previously known to Foundrop, or developed by its employees, or obtained from sources other than you

Translation: Also, don't post porn or spam or be a jerk to other Foundroprs. Also, we can actually use your suggestions to make Foundrop better--<u>tell us</u>.

Copyright Policy

Foundrop has adopted and implemented the Foundrop Copyright Policy in accordance with the Digital Millennium Copyright Act. For more information, please read our Copyright Policy.

Translation: We respect copyrights, and you need to as well or it may take you where you never wanted to go—and we mean on the trouble side.

Security

We care about the welfare and security of our users so NEVER give any other Foundrop user your home address. Never meet anyone anywhere that is not heavily populated by good citizens that will help others who call out. Meet in safe places like police stations, inside large stores with lots of people around. While we work to protect the security of your content and account, Foundrop cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

Translation: You control your own safety—so be safe. Not everyone out there has good intentions. Unless you've lived under a rock in the middle of the Sahara you've seen news stories covering bad people who try and scam or steal from others. You can also help us fight spammers by not clicking on any links or files from anyone that you don't know, and if you do click on links or downloads from those you do or don't know, be positive the links or downloads are legit!

Third-Party Links, Sites, and Services

Our Products may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Foundrop. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Foundrop, you do so at your own risk and you agree that Foundrop will have no liability arising from your use of or access to any third-party website, service, or content.

Translation: Links to content off of Foundrop may be cool or useful, but either way we're not responsible when it's not.

Termination

Foundrop may terminate or suspend this license at any time, with or without cause or notice to you. Upon termination, you continue to be bound by Sections II and VI-XII of these Terms.

Translation: We reserve the right to refuse service to anyone. Really! That means you too!

Indemnity

If you use our Products for commercial purposes in violation of Section 1(c), as determined in our sole and absolute discretion, you agree to indemnify and hold harmless Foundrop and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Products, (b) your User Content, or (c) your breach of any of these Terms.

Disclaimers

The Products and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

FOUNDROP SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Foundrop takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Products. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

Translation: Unfortunately, people post bad stuff on user-generated content sites like Foundrop. We take that kind of thing seriously but you still might run into it before we have a chance to take it down or correct it. If you see bad stuff, please <u>tell us</u>.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOUNDROP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL FOUNDROP'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00). FURTHERMORE, FOUNDROP CANNOT AND DOES NOT GUARANTEE THE ACCURACY OF ANY SERIAL NUMBERS ON OUR SITE, AND WE SUGGEST THAT YOU CONTACT LAW ENFORCEMENT IF YOU FURTHER QUESTION PROPOERTY YOU MAY SUSPECT STOLEN. FOUNDROP IS NOT A LAW ENFORCEMENT AGENCY AND TAKES NO ACTION IN THE CONFISCATION OF PROPERTY. FOUNDROP ALSO SUGGESTS THAT YOU NEVER TRY TO RECOVER STOLEN PROPERTY BY USING FORCE, THREATS, OR ANY OTHER MEANS THAT VIOLATES FEDERAL, STATE LAW OR LOCAL LAW. FOUNDROP SUGGEST YOU CONTACT LOCAL LAW ENFORCEMENT FOR ASSISTANCE IN RETRIEVING STOLEN PROPERTY. NEVER TRY TO HOLD SOMEONE SUSPECTED OF POSSESSING STOLEN PROPERTY PENDING POLICE RESPONSE. DO NOT RISK HARM TO YOURSELF.

Translation: We are building the best service we can for you but we can't promise it will be perfect. We're not liable for various things. Don't be foolish. A piece of property is never worth your safety. Always utilize law enforcement. Wash your hands frequently.

Arbitration

For any dispute you have with Foundrop, you agree to first <u>contact us</u> and attempt to resolve the dispute with us informally. If Foundrop has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and TackMole agree otherwise, the arbitration will be conducted in the

county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that Foundrop will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. Ready to be yelled at again? ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PINTEREST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of Idaho, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Ada County, Idaho or the United States District Court of Idaho (Boise Office), for any actions not subject to Section 10 (Arbitration). If you are a city, county or state, the jurisdictional venue will be within the state/county of which the city, county, and state reside. Our Products are controlled and operated from the United States, and we make no representations that they are appropriate or available for use in other locations.

Translation: If you are an individual, you will come to us, and if you are a city, county or state, we will come to you.

General Terms

Notification Procedures and changes to these Terms. Foundrop reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you. By continuing to access or use the Products after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Products.

Translation: If we're making some major changes to our Terms, we'll be sure to let you know ASAP (that's not lawyer-holler--it means "as soon as possible")!

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Foundrop without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Entire Agreement/Severability.

These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter into with Foundrop in connection with the Products, shall constitute the entire agreement between you and Foundrop concerning the Products. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

No Waiver.

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Foundrop's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Translation: These three passages are part of just about every online terms agreement. Basically, they ensure that a deal is a deal when you're using a site, including Foundrop.

U.S. Government Agencies

If you are a United States federal government agency, your use of Foundrop is subject to our Terms, Privacy and other policies.

No special rights for Big Brother.



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Acceptable Use Policy

Foundrop provides a platform to register and store all your property that contains a serial number or other unique identifier. To assure Foundrop provides the best service for all of our Users, you agree that you will use the Service only in a manner consistent with the following Acceptable Use Policy.

Content

You agree to **not** post User Content that:

- 1. is sexually explicit or pornographic;
- 2. creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal;
- 3. may create a risk of any other loss or damage to any person or property;
- 4. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- 5. violates, or encourages any conduct that violates laws or regulations;
- 6. contains any information or content we deem to be hateful, violent, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- 7. hold property for ransom or reward;
- 8. post fictitious property or try to sell property on the site;
- 9. try to scam anyone for any reason;
- 10. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- 11. infringes any third party's Intellectual Property Rights, privacy rights, publicity rights, or other personal or proprietary rights;
- 12. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- 13. is fraudulent, false, misleading, or deceptive;
- 14. not return recovered property after filing and claim and being reimbursed for loss and try to use Foundrop in a manipulative and decetive way.

Activities

You agree to **not** engage in any of the following prohibited activities:

- 1. Use, display, mirror or frame the Service, any individual element within the Service, the Foundrop name, trademark, logo or other proprietary information, or the layout and design of any page, without our express written consent;
- 2. Access, tamper with, or use non-public areas of the Service, our computer systems, the technical delivery systems of our providers.
- 3. Attempt to probe, scan, or test the vulnerability of any Foundrop system or network or breach any security or authentication measures;
- 4. Avoid, bypass, remove, deactivate, impair, descramble, slice, dice, puree, or otherwise circumvent any technological measure implemented by Foundrop or any of our providers or any other third party (including another user) to protect the Services or Foundrop Content;

- 5. Attempt to access or search the Services, User Content or Foundrop Content or scrape or download User Content or Foundrop Content from the Services, or otherwise use, upload content to, or create new links, reposts, or referrals in the Service through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Foundrop or other generally available third party web browsers;
- 6. Send any unsolicited or unauthorized spam and spam comments on posts, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation;
- 7. Except for use of our "Foundrop search bar" instruction, use any meta tags or other hidden text or metadata utilizing a Foundrop or Foundrop trademark, logo, URL, or product name without Foundrop's express written consent. However you may reference a link to Foundrop on your site as long as it meets and follows our <u>Terms of Use</u> and Privacy Policy;
- 8. Use the Service for any commercial purpose or the benefit of any third party, except as otherwise explicitly permitted for you by Foundrop or in any manner not permitted by the Terms;
- 9. Use Foundrop user information to forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- 10. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- 11. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- 12. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- 13. Impersonate or misrepresent your affiliation with any person or entity;
- 14. Violate any applicable law or regulation;
- 15. Request, collect or store username, password, token or any other account authentication information from other users; or
- 16. Encourage or enable any other individual to do any of the activities prohibited in this Acceptable Use Policy.

Foundrop reserves the right, but is not obligated, to remove any User Content for any reason or for no reason, including User Content that Foundrop believes violates this Acceptable Use Policy or its <u>Terms of Use</u>. Foundrop may also permanently or temporarily terminate or suspend a User account without notice and liability for any reason, including if, in Foundrop's sole determination, a User violates any provision of this Acceptable Use Policy, our Terms of Use, or for no reason.

In a nutshell: Treat others the same way you want them to treat you.



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Copyright Policy

Foundrop ("Foundrop") respects the intellectual property rights of others and expects its users to do the same. It is Foundrop's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at http://www.copyright.gov/legislation/dmca.pdf, Foundrop will respond expeditiously to claims of copyright infringement committed using the Foundrop website (the "Site") that are reported to Foundrop's Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to Foundrop's Designated Copyright Agent. Upon receipt of the Notice as described below, Foundrop will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site. DMCA Notice of Alleged Infringement ("Notice").

- 1. Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice you may provide a representative list of the copyrighted works that you claim have been infringed.
- 2. Identify (i) the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found, and (ii) the reference or link, to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the Site where such reference or link may be found.
- 3. Provide your mailing address, telephone number, and, if available, email address.
- 4. Include both of the following statements in the body of the Notice:
 - 1. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - 2. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- 5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Foundrop's Designated Copyright Agent:

Foundrop Copyright Agent PO BOX 314 Meridian, ID 83680

What if I receive a Copyright Complaint (DMCA) notification?

If you receive a notification that a Pin has been removed due a copyright complaint, it means that the Pin's content has been deleted from Foundrop at the request of the content's owner. If your account receives too many copyright complaints, you may lose the ability to Register/Post new property/content on Foundrop, and your account may be disabled completely.

If you believe an account or registered/posted property was removed in error, you can try reposting it and if that does not solve the issue, you have the option to file a counter-notice by following the steps below. When we receive a valid counter-notice, we will forward a copy to the person who filed the original complaint. If we do not receive notice within 10 business days that the submitter of the original complaint is seeking a court order to prevent further infringement of the content at issue, we will remove the complaint from your account's record, and we may replace the content that was removed.

Note: There are legal and financial consequences for fraudulent and/or bad faith submissions. Before submitting a counter-notice, be sure that you are the actual rights holder of the removed content or that you have a good faith belief that the material was removed in error, and understand the repercussions of submitting a false claim.

How to File a Counter-Notice

- 1. Email your counter-notice to contact@foundrop.com
- 2. Include ALL of the following:
 - 1. Your name, address, and telephone number.
 - 2. DMCA ID printed at the bottom of the notification email.
 - 3. The source address of the content that was removed (copy and paste the link in the notification email).
 - 4. A statement under penalty of perjury that you have a good faith belief that the content was removed in error.
 - 5. A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Foundrop may be found, and that you will accept service of process from the person who provided the original complaint under subsection (c)(1)(C) or an agent of such person.
 - 6. A physical or electronic signature (for example, typing your full name).



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July 19, 2022

City of Pembroke Pines Police Department

To Whom it may Concern

RE: Public Safety Platform Management Software Sole Source

FileOnQ, Inc. is a Seattle, Washington based software company and is the sole developer and distributer of EvidenceOnQ evidence management system required by the City of Pembroke Pines Police Department. FileOnQ is the only vendor authorized provider of EvidenceOnQ software, maintenance, support, upgrades, and integration for software products manufactured by FileOnQ.

The EvidenceOnQ application is a customized, off-the-shelf system, made unique by our ProFiler tool that is proprietary to FileOnQ (U.S. patent numbers RE47071 & RE47094). The ProFiler allows the city of Pembroke Pines Police Department the ability to customize their profile screen quickly and easily by providing a very simple and straightforward means to add, delete, rename, modify, and reposition fields to capture the agency's unique needs. The profile screen is designed during the initial implementation phase based on the agency's desired workflow, policy, and procedures. The ProFiler tool is provided as part of the EvidenceOnQ installation package which allows the city of Pembroke Pines Police Department to make profile changes as needed without permission required from FileOnQ or incurring costs. No other evidence management software provides this feature.

Thank you for your consideration.

Sincerely,

Ramona Malyon

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Evidence Specialist & Consultant, FileOnQ

Phone: 800.603.6802 Ext. 153 Email: ramonam@fileonq.com Website: http://www.fileonq.com