ONLINE STATEMENT

DATABASE TECHNOLOGIES, INC.

P.O. BOX 025748 Miami, FL 33102-5748

Accounting: (800) 317-6654 FAX: (954) 784-2866 Tech Supp: (800) 897-1644 FAX: (954) 781-5302

Accounting Hours: 8:00am - 6:00pm EST, Monday through Friday

Run Date: 4/03/98

US MAR WASH DC - HQS

ATTN:

INVESTIGATIVE

600 ARMY/NAVY DRIVE, SUITE 1100

ARLINGTON, VA 22202 PO #: MS-98-M-00051

Date Debits		Credits Balance		Detail
3/01/98 3/01/98 3/01/98 3/31/98 4/01/98 4/01/98	125.17 30,000.00 223.08 30,000.00	223.08	57,809.38 57,934.55 87,934.55 87,711.47 87,934.55 117,934.55	Previous Balance February AutoTrack Billing Inv # 15083 CONTRACT-MISC CREDIT\SC March AutoTrack Billing Ivoice # 15131

117,934.55 BALANCE DUE

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.

We accept: American Express, Mastercard, Visa, and Discover.

INVOICE

#14995

March 1, 1998

BILL TO:

US Marshals Service - Wash DC - HOS

Investigative Division

600 Army/Navy Drive, Suite 1100

Arlington, VA 22202

ATTENTION:

DE APPROVED:

ACCOUNT #:

SERVICES RENDERED: CONTRACT SERVICES FEE - MARCH 1998

Total Amount Due

\$30,000.00

PLEASE REMIT PAYMENT TO:

Database Technologies, Inc.

PO Box 025748

Miami, FL 33102-5748

DC # ISAU199800001

ONLINE STATEMENT

Run Date: 3/02/

DATABASE TECHNOLOGIES, INC.

P.O. BOX 025748

Miami, FL 33102-5748

Accounting: (800) 317-6654 Tech Supplementary (800) 784-2866 FAX: (954) 784-2866 Tech Supp: (800) 897-1644 FAX: (954) 781-5302

Accounting Hours: 8:00am - 6:00pm EST, Monday through Friday

US MARCHALS SERVICE WASH DC - HQS

ATTN:

INVEST

600 ARMY/NAVY DRIVE, SUITE 1100

ARLINGTON, VA 22202 PO #: MS-98-M-00051

Date	Debits	Credits	Balance	Detail
1/01/98 1/01/98 1/07/98 1/26/98 1/26/98 1/31/98 2/01/98 2/01/98 2/28/98 3/01/98 3/01/98	818.89 30,000.00 14.35 142.83 30,000.00 125.17 30,000.00	818.89 2,079.80 142.83	818.89 30,818.89 30,000.00 30,014.35 27,934.55 27,791.72 27,934.55 57,934.55 57,809.38 57,934.55 87,934.55	December AutoTrack Billing Inv # 14995 CC APPROVAL #038707 Late Payment Penalty Check 2038 32206131 CREDIT FROM ACCOUNTING January AutoTrack Billing Inv # 15037 CONTRACT-MISC CREDIT\SC February AutoTrack Billing Inv # 15083

87,934.55 BALANCE DUE

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.

We accept: American Express, Mastercard, Visa, and Discover.



INVOICE

#15083

March 1, 1998

BILL TO:

US Marshals Service - Wash DC - HQS

Investigative Division

600 Army/Navy Drive, Suite 1100

Arlington, VA 22202

ATTENTION:



bY

ACCOUNT #:



APPROVED:

SERVICES RENDERED: CONTRACT SERVICES FEE - FEBRUARY 1998

Total Amount Due

\$30,000.00

PLEASE REMIT PAYMENT TO:

Database Technologies, Inc.

PO Box 025748

Miami, FL 33102-5748

3/13/98-Sent to Finance Pm. 1143 (CS3)

DC#ISAU 1998 00001

ONLINE STATEMENT

Run Date: 2/02/98

DATABASE TECHNOLOGIES, INC.

P.O. BOX 025748 Miami, FL 33102-5748

Accounting: (800) 317-6654 Tech Supp: (800) 897-1644 FAX: (954) 784-2866 FAX: (954) 781-5302 Accounting Hours: 8:00am - 6:00pm EST, Monday through Friday

Acct:

US MAD

WASH DC - HQS

ATTN:

INVES'

600 ARMY/NAVY DRIVE, SUITE 1100

ARLINGTON, VA 22202 PO #: MS-98-M-00051

Date	Debits	Credits	Balance	Detail
1/01/98 1/01/98 1/07/98 1/26/98 1/26/98 1/31/98 2/01/98	818.89 30,000.00 14.35 142.83 30,000.00	818.89 2,079.80 142.83	818.89 30,818.89 30,000.00 30,014.35 27,934.55 27,791.72 27,934.55 57,934.55	December AutoTrack Billing Inv # 14995 CC APPROVAL #038707 Late Payment Penalty Check 2038 32206131 CREDIT FROM ACCOUNTING January AutoTrack Billing Inv # 15037

57,934.55 BALANCE DUE

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.

We accept: American Express, Mastercard,



INVOICE

#15037

February 1, 1998

BILL TO:

US Marshals Service - Wash DC - HOS

Investigative Division

600 Army/Navy Drive, Suite 1100

Arlington, VA 22202

ATTENTION:

b6

ACCOUNT #:



APPROVED:

3-13-98

SERVICES RENDERED: CONTRACT SERVICES FEE - JANUARY 1998

Total Amount Due

\$30,000.00

PLEASE REMIT PAYMENT TO:

Database Technologies, Inc. PO Box 025748

Miami, FL 33102-5748

3/13/98-Sent to in Figure 2m. 1143.CS3

DC#ISAU199800001

ONLINE STATEMENT

Run Date: 1/01/98

DATABASE TECHNOLOGIES, INC. P.O. BOX 025748 Miami, FL 33102-5748

Accounting: (800) 317-6654 Tech Supp: (800) 897-1644
FAX: (954) 784-2866 FAX: (954) 781-5302
Accounting Hours: 8:00am - 6:00pm EST, Monday through Friday

Acct :

US MARSHALC WASH DC - HQS ATTN: INVEST

600 ARMY/NAVY DRIVE, SUITE 1100

ARLINGTON, VA 22202

Date	Debits	Credits	Balance	Detail
12/01/97 12/01/97 12/22/97 1/01/98	759.00 818.89	3,783.10	3,024.10 3,783.10 0.00 818.89	Previous Balance November AutoTrack Billing CC APPROVAL #068252 December AutoTrack Billing

818.89 BALANCE DUE

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.

We accept: American Express, Mastercard, Visa, and Discover.

ONLINE STATEMENT

Run Date:12/01/97

DATABASE TECHNOLOGIES, INC.

P.O. BOX 025748 Miami, FL 33102-5748

Accounting: (800) 317-6654 FAX: (954) 784-2866 Tech Supp: (800) 897-1644 FAX: (954) 781-5302

Accounting Hours: 8:00am - 6:00pm EST, Monday through Friday

Acct

US MAR INVESTIGATION SERVICES

ATTN:

600 A DRIVE, SUITE 1100

ARLINGTON, VA 22202

					100	
Date	Debits	Credits	Balance	Detail		
11/01/97 11/01/97 12/01/97	958.65 759.00		2,065.45 3,024.10 3,783.10	Previous Balance October AutoTrack November AutoTrac	Billing k Billing	

3,783.10 BALANCE DUE

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.

We accept: American Express, Mastercard, Visa, and Discover.

PAST DUE

Invoice #: 18095-9711

Database Technologies AUTOTRACK+

Run Dat 12/01/9

ATTN: Account #

US MARSHALS SERVICE - INVESTIGATION SERVICES 600 ARMY / NAVY DRIVE, SUITE 1100 ARLINGTON, VA 22202

Remit Payment To: DATABASE TECHNOLOGIES, INC. P.O. BOX 025748 MIAMI, FL 33102-5748

Plus+ Minutes: Jr. Minutes : 659.93 @ \$1.00/Min = 0.00 @ \$0.50/Min =

Plus+ Charges: Jr. Charges: \$659

Surcharges

45

Surcharge Reports: Total Charges:

\$99 \$759.00

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.

Invoice #: 18095-9711

Database Technologies AUTOTRACK+

Run Date 12/02/9

ATTN:

Account # US MARSHALS SERVICE - INVESTIGATION SERVICES 600 ARMY / NAVY DRIVE, SUITE 1100 ARLINGTON, VA 22202 Remit Payment To: DATABASE TECHNOLOGIES, INC. P.O. BOX 025748 MIAMI, FL 33102-5748

Plus+ Minutes:

659.93 @ \$1.00/Min = 0.00 @ \$0.50/Min =

Plus+ Charges:

\$659

Jr. Minutes

Jr. Charges:

Surcharges

45

Surcharge Reports: Total Charges:

Payment due upon receipt of invoice (Net 10 days). Please pay promptly to avoid service interruption, re-connection fees, and prepayment deposit.

NOTE: Please include your Account Number on your check.



May 29, 1998

Congratulations on using AutoTrack PLUS as your investigative database of choice. I am confident that you will derive the same investigative advantage that AutoTrack Plus now provides to over 1500 federal, state and local law enforcement agencies. As former Deputy Administrator of the Drug Enforcement Administration, I know first hand the investigative power of AutoTrack PLUS.

During my tenure as Special Agent in Charge of the DEA's Florida Division I became aware of AutoTrack PLUS as an exciting, new and truly innovative investigative resource. After a thorough review of the available investigative databases I selected AutoTrack PLUS as the database resource for all of the DEA's offices in Florida. The system quickly became an integral part of our investigative process.

And after 26 years with the DEA, I retired and joined Database Technologies, Inc. as a Vice President. My goal here is to introduce AutoTrack PLUS to every member of the law enforcement community throughout our nation. As a company we are committed to providing law enforcement professionals the highest quality information system at the very best possible price. To that end, every law enforcement agency is extended an automatic 33% discount on our service. That discount has already been set up for your account.

To ensure that you and your department members receive the full benefit and value of AutoTrack PLUS, we have assembled a staff of experts to provide training, support and answer any questions you may have. For this assistance, you can contact our Support Services staff at 1-800-279-7710, 24 hours a day, 7 days a week

I have enclosed a copy of our newsletter for law enforcement professionals, Online With AutoTrack PLUS. I hope you will find the newsletter helpful and informative. And speaking of information, you will be receiving updates throughout the next few months on the many product enhancements we are currently adding to AutoTrack PLUS. Each time a new enhancement is put online, we will send you information so your investigative team can maximize the benefit of the new feature.

If you have any other questions or suggestions about AutoTrack PLUS, please feel free to contact me directly at 1-800-279-7710. I look forward to being of assistance to you in the near future.

Sincerely,

James Milford

Vice President - Database Technologies, Inc.

AMERICANELLA CO COMICIONO									
2. AMEMDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REC ISD-98-R-0001C	°. "INFORMATION"	PROJECT NO. (If applicable)					
000003	See Block 16C			COOR MRCM					
6.ISSUED BY CODE United States Marshals Service		7. ADMINISTERED BY (if other than item 6) CODE MBSN U. S. MARSHALS SERVICE							
Business Services Division	•	NATIONAL PROCUREMENT & OVERSIGHT							
600 Army Navy Drive		600 Army Navy Drive, CS3							
Arlington, VA 22202-4210		Arlington, VA	•						
Allington, VA 22202-4210		Allington, va	22202-4210	n. 6 1 14					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State	e and ZiP Code)	1	(X) 9A. AMENDMENT OF	SOUCITATION NO					
DATABASE TECHNOLOGIES	•								
100 East Sample Rd.	, ====		98. DATED (SEE ITEM	VI 11)					
Pompano Beach, FL 330	064		10A. MODIFICATION	OF CONTRACT/ORDER NO.					
			1 1						
			X MS-98-M-0	10095					
Attn: Bob McConnell									
	T		10B. DATED (SEE ITE 04/03/98	:M 13)					
CODE	FACILITY CODE								
11. THIS I	TEM ONLY APPLIES	TO AMENDMENTS OF	F SOLICITATIONS						
The above numbered solicitation is amended as									
Offers must acknowledge receipt of this amendmen	t prior to the hour and date	e specified in the solicitatio	n or as amended, by or	ne of the following methods:					
(a) By completing Items 8 and 15, and returningsubmitted; or (c) By separate letter or telegram which ACKNOWLEDGMENT TO BE RECEIVED AT THE PL RESULT IN REJECTION OF YOUR OFFER. If by virt telegram or letter, provided each telegram or letter respecified. 12. ACCOUNTING AND APPROPRIATION DATA (If required)	h includes a reference to t ACE DESIGNATED FOR Thue of this amendment you	he solicitation and amendr IE RECEIPT OF OFFERS P desire to change an offer a	ment numbers. FAILUR RIOR TO THE HOUR AN already submitted, such	E OF YOUR ND DATE SPECIFIED MAY I change may be made by					
19980324AH6005ANALYTIF 0C-2533	DOF TOATTIOOROO	001	DECREA	ASE -\$90,000.00					
13 THIS	ITEM APPLIES ONLY	TO MODIFICATIONS		(OBDEDS					
IT MC	DIFIES THE CONTRA	ACT/ORDER NO AS I	DESCRIBED IN ITE	M 14					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specif									
CONTRACT ORDER NO. ITEM 10A.	, ,								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIE SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY	D TO REFLECT THE ADMINISTRA OF FAR 43.103(b).	TIVE CHANGES (such as changes i	in paying office, appropriation	date, etc.)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PL	URSUANT TO AUTHORITY OF:			2 A A					
D. OTHER (Specify type of modification and authority)									
E. IMPORTANT: Contractor is not,	\subseteq is required to sign this $\mathfrak c$	locument and return	l copies t	to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by	UCF section headings, includings	colicitation/contract subject matter	where feasible.)						
PURCHASE ORDER MS-98									
000002 IN ITS ENTIR	ETY.								
	,								
THIS MODIFICATION CA	ANCELS THE \$90,0	00.00 INCREASE C	ON MOD. 2.						
THE TOTAL AMOUNT OF	PURCHASE ORDER	MS-98-M-00095 IS	CHANGED FROM						
\$180,000 TO \$90,000	WHICH RESULTS	IN A DECREASE OF	\$ \$90,000.00.						
			•						
THIS DECREASE APPLIE	ES TO ACCOUNT/AP	PROPRIATION:							
19980324AH6005ANALY									
Except as provided herein, all terms and conditions of the document remains unchanged and in full force and effect,	referenced in Item 9A or 10A, as h	eretofore changed,							
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO	INTRACTING OFFICER	(Type or print)					
				() pe of planty					
		CHRISTINA A. C	GREGERSON	202.307.4348					
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B, UNITED STATES OF AU							
				16C. DATE SIGNED					
(Signature of person authorized to sign)		BY _		7/2/190					
NSN 7540-01-152-8070			ontracting Officer)	1 14 34 60					
PREVIOUS EDITION UNUSABLE		30-105	SIMINI	ARD FORM 30 (REV. 10-8: by GSA, FAR (48 CFR) 53.243					
VENDOR-ORIO	GINAL	O^*	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-741 nit (40 Orty) 53.243					

1	Department of Justice estigative Services Division	1. Requisition Number 2. Document Control No. ISAU-99-0002					
	uisition for Equipment, Supplies or Services	3. Page No. 1 of 1 pages 4. Date Prepared January 20, 1999					
		5. For inform	nation call:		6411		
6. To: U.S. Marshals Se Investigative Serv 600 Army Navy Crystal Square 3 Arlington, VA	vices Division Drive , Suite 600	7. From (Requisitioning point - Name and location) Linda Albimino Investigative Services Division 600 Army Navy Drive, Suite 600, CS-3 Arlington, VA 22202					
8. Recommended Source	e(s):	9. Required of January 2			:		
Database Technologies 100 East Sample Road Pompano Beach, FL 33	Info	10. Federal s		ct No.			
POC: Bob McConnell	Phone: (800) 279-7710	12. Signature	e of Superviso	or:			
11. Appropriation/Cost (19990324AH6005ANA		13 Approvi	of Officer:		1-20-99		
Stock No. (14)	Description of Articles or Services (15)	Quantity (16)	Unit of Issue (17)	Estimated Unit Price (18)	Amount		
	On-line access to AutoTrack Plus (public information records) from January 20, 1999, through October 20, 1999.	der seine der se			\$49,500,00		
	Charges are based on a flat rate of \$5,500 per month which provides unlimited, unrestricted access to AutoTrack to the Investigative Services Division, HQ. TOTAL: \$49,500.00						
	1011ω. ψτ2,300.00				14		
21. Deliver to (Give con Delivery Point: 173	mplete shipping address, including ZIP code) 35 Jeff Davis Hwy., Crystal Square 3 - Suite of ATTN:	600, Arlington,	VA 22215	TOTAL:	\$49,500.00		
22. Remarks:	56	:					

	Department of Justice estigative Services Division	 Requisition Number Document Control No. Page No. Oate Prepared December 22, 1999 					
	uisition for Equipment, Supplies or Services						
		5. For inform	nation call:				
. To: U.S. Marshals Se Investigative Serv 600 Army Navy Crystal Square 3, Arlington, VA	vices Division Drive Suite 600	7. From (Requisitioning point - Name and location) Investigative Services Division 600 Army Navy Drive, Suite 600 CS-3 Arlington, VA 22202					
. Recommended Source	9. Required Feb. 1,	•					
Database Technologies 100 East Sample Road Pompano Beach, FL 33			supply contract	No.			
POC: Bob McConnell	Phone: (800) 279-7710	12. Signatur	e of Supervisor	· 16			
1. Appropriation/Cost C 20000324AH6002A	Center/Object Class Code NALYTIF OC: 2533	13. Approvi	ne Officer:	2	And the second s		
Stock No. (14)	Description of Articles or Services (15)	Quantity (16)	Unit of Issue (17)	Estimated Unit Price (18)	Amount (19)		
	On-line access to AutoTrack Plus (public information records) for the Investigative Services Division inspectors and the 12 highest volume U. S. Marshals Service district offices: Arizona, Central California, Northern California, Southern California, Middle Florida, Southern Florida, Northern Illinois Eastern New York, Southern New York, Northern Texas, Southern Texas, Western Texas	8	ea.	\$ 25,000	\$ 200,000		
	Charges are based on flat rate of \$25,000 per month for unlimited usage for 8 months from Feb. 1 - Sept. 30, 2000						
21. Deliver to (Give cor	mplete shipping address, including ZIP code) 5 Jeff Davis Hwy., Crystal Square 3 - Suite						

October 13, 1999

US Marshals Service - Wash Dc - Hqs Investigative Division Arlington, VA 22202

Dear

I love AutoTrack PLUSSM, but - I confess - I'm tired of watching the status bar slowly fill in as I'm downloading reports. I can put my computer to plenty of more productive uses.

Sound familiar? Then you're going to really appreciate the benefits of switching to our new AutoTrackXPSM. And the best part is, you've already been pre-approved for AutoTrackXP sign on and a free training session!

AutoTrackXP is our new Windows-compatible and Internet accessible product which links a myriad of databases to give you online access to over four billion records, combining public records, publicly available information and other information, including access to major consumer reporting agencies.

Your fast, ONE STOP information resource just got even BETTER!

AutoTrackXP is faster, easier-to-use and more costeffective than AutoTrack PLUS.

And, you're preapproved for sign on and a free training!

More than an upgrade, AutoTrackXP brings you the power and convenience you've come to rely on from AutoTrack PLUS, while allowing you to work faster, better, and more economically, via secure Internet connection.

By switching to AutoTrackXP, you can become more productive. You will be able to run multiple reports simultaneously or conduct additional searches while running reports in the background – so you can save time.

Switching to AutoTrackXP also lets you save money. Currently, with AutoTrack PLUS, you pay by the minute to conduct searches – with the typical search costing \$3 plus the time you spend searching for a matched name. But with the new AutoTrackXP, you can search for the **low flat fee** of only \$2, no matter how long you stay online.

What's more, you can use AutoTrackXP virtually anywhere you wish – at multiple locations within your office, at your home, or even in your car.

These are just some of the reasons why thousands of AutoTrack PLUS subscribers already have made the switch to AutoTrackXP. They report that AutoTrackXP is easy to learn, set-up, and use. Learn more about the power of AutoTrackXP!

Since you are eligible for a free training on AutoTrackXP, simply sign the enclosed Subscriber Agreement and Subscriber Use Certification and fax back to (561) 982-6250. The person signing the agreement must be a principle, partner, corporate officer or other individual authorized to legally bind the entity. By signing the attached Subscriber Agreement, you are eligible for sign on and a free training, with no obligation to convert to AutoTrackXP. A Service Center representative will then contact you to set up a free training session.

Sincerely,

DBT Service Center Management 9JCON1

SUBSCRIBER AGREEMENT

This Agreement is entered into as of the last date set forth below, by and between Database Technologies, Inc. ("DBT") with its principal address at 4530 Blue Lake Drive, Boca Raton, Florida, 33431 and US Marshals Service - Wash Dc - Hqs ("Subscriber") with its principal address at Investigative Division Arlington VA 22202 and applies to Subscriber's use of all services provided by DBT.

For purposes of this Agreement, all references to DBT shall include DBT's directors, officers, employees, agents, affiliates and assigns. The services provided by DBT shall include, without limitation, all online services, data retrieval services, gateway access, customer service and documentation provided by DBT from time to time (collectively, the "Services"). All information provided by DBT in connection with the Services, including, without limitation, all data, reports and files are collectively referred to as the "Information".

- SERVICES. Based upon the uses which Subscriber has certified to DBT on Subscriber's Intended Use Certification (the "Use Certification"), DBT shall provide Subscriber with the Services designated by Subscriber from time to time, in consideration for the fees for the Services as set forth in Section 3 pursuant to the attached Terms and Conditions (the "Terms and Conditions") which shall govern Subscriber's use of the Services and the Information. Subscriber shall not use the Information obtained through the Services for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq, ("FCRA"), and similar state statutes. DBT reserves the right to immediately terminate this Agreement and Subscriber's access to the Services and the Information if Subscriber violates this Section 1 or any other provision of this Agreement or if Subscriber's use of the Services is other than as set forth in Subscriber's Use Certification.
- 2. ELIGIBILITY. Subscriber acknowledges that DBT does not provide the Services and Information to the general public. Subscriber represents and warrants that Subscriber is either a (i) licensed professional in good standing; (ii) a company with a genuine and legitimate business need for the Services and Information for the uses identified by Subscriber in Subscriber's Use Certification; or (iii) a duly constituted law enforcement or other governmental agency. Subscriber shall provide proof of licensure upon request of DBT. Subscriber shall use the Services and the Information only in the ordinary course of Subscriber's business in a manner appropriate for such business, for the uses identified to DBT by Subscriber in Subscriber's Use Certification. Subscriber shall promptly notify DBT of any change in Subscriber's status affecting Subscriber's eligibility to use the Services.
- 3. FEES AND CHARGES. For the Services and the license hereunder, Subscriber shall pay DBT the applicable rates announced by DBT from time to time either in writing or online or as specifically agreed upon in writing by DBT and Subscriber (the "DBT Price List"). DBT may make changes, additions and deletions to the Services and the Information at any time without prior notice and such changes shall not affect the rate set forth on the DBT Price List. DBT reserves the right to alter the DBT Price List at any time upon fifteen (15) days notice. DBT shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

- 4. TERM AND TERMINATION. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if Subscriber breaches this Agreement, DBT shall have the right to terminate this Agreement immediately either with or without notice. Any termination of this Agreement shall not affect any fees or charges then due to DBT from Subscriber. Upon any such termination, Subscriber shall cease using the Services and shall delete from Subscriber's computers and other media all copies of any Software provided by DBT in connection with this Agreement and return to DBT, within ten (10) days thereafter, all Software, manuals and documentation provided in connection with the use of the Services.
- 5. NOTICES. Except for any changes to the DBT Price List or as otherwise provided herein, any notice required or permitted to be sent under this Agreement shall be in writing and delivered personally, sent by prepaid regular first-class certified mail return receipt requested, or by overnight courier to the addresses specified above, or such address either party may specify in writing, and shall be effective on the date received.
- ASSIGNMENT. Subscriber may not assign or sublicense this Agreement or any rights hereunder, without the prior written consent of DBT.
- 7. SEVERABILITY. Should any term or condition of this Agreement be declared illegal or unenforceable, such illegality or unenforceability shall not affect any other term or condition hereof.
- 8. SURVIVAL. The provisions of Sections 3, 8 and 10 hereof and Sections 1, 2, 3, 5, 6, 7 and 8 of the Terms and Conditions shall survive the termination of this Agreement, for any reason.
- 9. ENTIRE AGREEMENT. This Agreement, the DBT Price List and the attached Terms and Conditions are the exclusive agreement of the parties with respect to the subject matter hereof and supersede all prior negotiations, representations and statements. This Agreement may be amended only upon the written consent of both parties.
- 10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws.

Notwithstanding DBT's prior signature, this Agreement does not constitute an offer to provide Services by DBT and shall not be binding until Subscriber (i) has been accepted by DBT following the Subscriber Qualification Process; and (ii) has been issued a user identification number and password by DBT.

(SUBSCRIBER) BY:	DATABASE TECHNOLOGIES, INC. By:	
PRINT NAME:	PRINT NAME: Al Hunter	
TITLE:	TITLE: Group Manager	
DATE:	DATE: October 13, 1999	
	Revised 1 - 1999	

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF ALL ONLINE SERVICES PROVIDED BY DATABASE TECHNOLOGIES, INC. ("DBT"). YOU MAY NOT USE SUCH SERVICES, OR THE INFORMATION AVAILABLE FROM SUCH SERVICES, WITHOUT FIRST ACCEPTING THESE TERMS AND CONDITIONS.

- 1. SOFTWARE LICENSE; LICENSE TO USE SERVICES AND INFORMATION; RESTRICTIONS ON USE. For so long as Subscriber subscribes to the applicable DBT Services and fully complies with the terms of the Subscriber Agreement, DBT shall make available to Subscriber, from time to time, certain software and modifications and updates to such software (collectively, the "Software") in connection with the Services, in order to access the Information. DBT hereby grants Subscriber a limited, revocable, non-exclusive, non-transferable license to use the Software, and to access and use the Services and the Information, for internal research and investigative purposes only, and not for resale, for the uses specified by Subscriber in the Subscriber Qualification Process. Subscriber may make one copy of the Software for backup or archival purposes, provided that Subscriber duplicates on such backup copy the copyright notice and other identifying information on the Software. Subscriber must notify DBT in writing if it wishes to make any additional copies of the Software so that DBT may properly track such Software. Subscriber may download a portion of the Information to a storage device for the purpose of printing Reports. Subscriber shall not sell, copy, reproduce or transfer the Information in bulk or resell the Reports. Subscriber shall not provide access to the Services to any other party. In using the Services and the Information, Subscriber shall comply with all applicable federal and state laws and regulations, including, without limitation, any reporting or use requirements under the FCRA to the extent applicable. If Subscriber breaches these provisions, DBT may terminate Subscriber's access to the Services and Information and seek an injunction and any other available relief against Subscriber. DBT reserves the right to restrict Subscriber's access to certain portions of the Services and Information.
- 2. DBT INTELLECTUAL PROPERTY; RIGHT AND TITLE. The Software and copyright to the printed information supplied by DBT and the reports provided to Subscriber by DBT containing search results of the Information (the "Reports") are and shall remain the intellectual property of DBT and its third party suppliers. Subscriber may print a copy of the documentation from the Software only for its own use for the sole purpose of operating the Software. Subscriber acknowledges that the Software, the Services, the Information and the Reports are proprietary to DBT and contain copyrighted material, trade secrets and proprietary information owned by or licensed to DBT. Subscriber shall not de-compile, reverse engineer, disassemble or otherwise reduce the Software to human readable form. Subscriber may not modify, rent, lease, loan, or distribute copies of the Software. Subscriber may not create derivative software based upon any trade secret or proprietary information of DBT. Subscriber acknowledges that the license set forth herein is not a sale of DBT intellectual property and that DBT and its suppliers continue to own all right, title and interest in and to the Software, Services, Information and the Reports consistent with such right, title and interest of DBT. Subscriber shall obtain no proprietary interest in any of the Services or the Information.
- 3. U.S. GOVERNMENT USE. Use, duplication or disclosure of the Software by the U.S. Government is subject to "Restricted Rights", as that term is defined in the Department of Defense ("DOD") Supplement to the Federal Acquisition Regulations ("DFARS") in paragraph 252.227-7013(c)(1)(ii) if to the DOD, or, if the Software is supplied to any unit or agency of the U.S. Government other than DOD, the Government's rights in the Software shall be as defined in subparagraphs (c)(1) or (c)(2) of FAR 52.227-19, Commercial Computer Software-Restricted Rights; or FAR 52.227-14, Rights in General Data Alternative III, as applicable. Contractor: Database Technologies, Inc., 4530 Blue Lake Drive, Boca Raton, Florida.
- 4. USER IDENTIFICATION; INQUIRY LOG. Subscriber shall maintain the confidentiality of its assigned user identification numbers for the Services and shall be responsible for all charges incurred under such numbers. Each of Subscriber's authorized users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to DBT. Subscriber shall insure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, DBT reserves the right to maintain and, for any legitimate reason, review logs containing any inquiry details and other activities performed by Subscriber.
- 5. INTELLECTUAL PROPERTY INDEMNITY. DBT shall indemnify, defend and hold Subscriber harmless from and against any and all claims, losses, costs, damages and expenses (including attorney's fees) (collectively "Losses") to the extent arising out of any claim by any third party that the Software violates such party's copyright, trademark or other U.S. intellectual property rights.
- 6. INDEMNITY. Except to the extent (i) provided in Section 5 above or (ii) arising out of the gross negligence or willful misconduct of DBT, Subscriber shall indemnify, defend, and hold DBT harmless from and against any Losses resulting from claims by third parties arising out of Subscriber's use of the Services or the Information.
- 7. LIMITATION OF LIABILITY. Subscriber acknowledges that DBT relies on others, including the compilers and reporters of public records, in providing the Services and the Information. THE SERVICES AND THE INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE', WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither DBT nor any third party source of any Information shall be liable to Subscriber (or to any person or entity claiming through Subscriber) for any damages arising from or caused in whole or in part from (i) errors or omissions in the Services or the Information; (ii) any interruption in the Services; (iii) DBT's or any third party source's negligent acts or omissions in procuring, compiling, interpreting, reporting or delivering the Information; or (iv) otherwise in providing the Services. Notwithstanding this paragraph, in the event that DBT or any third party source shall be found liable for any damages for any reason relating to Subscriber's use of the Services or the Information, the appropriate measure of such damages shall be the cost paid by Subscriber for the Services and the Information specifically relating to such loss.
- 8. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL DBT OR ANY THIRD PARTY SUPPLIER TO DBT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF DBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. EXCUSABLE DELAY. The availability of Services and Information is subject to interruption and delay ("Excusable Delay") due to causes beyond DBT's reasonable control. DBT shall not be liable to Subscriber for any Excusable Delay.
- 10. ADVERTISING. Neither party shall use, in any advertising, sales promotion, publicity or other public or media communications, any trade name, trademark, service mark, or logo owned by the other party, without the written consent of such party.
- 11. PURCHASE ORDER. If Subscriber's purchase order is used in conjunction with this Agreement, the terms and conditions set forth in this Agreement are made a part of and govern in the event of any conflict with the terms of such purchase order.
- 12. DEFINED TERMS. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Subscriber Agreement to which these Terms and Conditions are attached and of which they are made a part.

Database Technologies, Inc.

Subscriber Use Certification

DBT and other leading information industry companies formed the Individual Reference Services Group ("IRSG") which adopted self regulatory principles (the "IRSG Principles") which, effective December 31, 1998, govern the dissemination and use of data that help identify, verify or locate individuals. To comply with the IRSG Principles, DBT requires that you certify your intended use of the information made available to you through our services. Based on your intended use of such information, as required by the IRSG Principles, DBT will place you in a subscriber category which may affect your access to certain non-public information. The portions of the IRSG Principles applicable to the distribution of non-public information are attached. The complete IRSG Principles are available on our web site at: www.DBT.com.

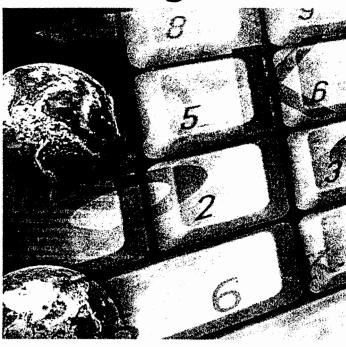
Pleas	ecify your intended uses for DBT provided data and check all that apply:
	Law enforcement.
	Federal, State or local government purposes.
	In connection with the tracking of parents who are delinquent in their child support obligations.
	For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
	 to verify the accuracy of personal information submitted by an individual to the business or its agents, employees, or contractors; or if such information as so submitted is not correct or if the business has reason to believe that the information as so submitted may not be correct, to obtain the correct information; or for corporate security, internal audit or for the detection of identity fraud.
	In connection with any civil, criminal, administrative, or arbitration proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
	For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating of policies, or to verify the accuracy of personal information submitted by an individual.

MARCH 2000

Published by DBT Online, Inc.

What n o w ? y o u need t o k n o w right

5 new data resources for even more powerful researching.



- Just as FAST.
 - Just as EASY.
 - Just MORE ACCESS to more information about more individuals and companies.

Imagine the possibilities!

One stop multi-database access at your fingertips.

Right from AutoTrackXP's Nationwide menu.

- infoUSA, formerly ABI: Business addresses, new businesses, out-of-business entities, SICs, ticker symbols, executives, lines of business, contact information, parent and subsidiary entities*
- **E-B**: DUNS numbers, business The Dun & Bradstreet addresses, Corporation sales, trends and growth, executives, SICs, lines of business, FEINs, contact information, parent and subsidiary entities
- Phone listings: New, more complete and current phone listing covers entire U.S. including 120 million business and residential listings and 35 million other listings not found in other published lists
- Employer ID numbers: Basic business information including FEINs, executives and operating classifications
- Securities trading database: Open market equities transactions, exercises of stock options and other derivative securities into non-derivative securities, conversions of stock options and award and expiration of stock options. Now you can check expected date of sale of securities, number of securities to be sold, estimated market value of proposed sale and name of executing broker.
- Not all users have access to specialty features. Call the Service Center if you have questions.

Coming soon:

Web-based training

- Fast, easy and at your convenience.
- Get the help you need when you need it.
- Starting in 2nd quarter.

We want to hear from you.

Your input is very important in helping us develop further enhancements to make AutoTrackXP® even more valuable. We also want to hear about how AutoTrack has helped you do your job. Send an e-mail to atxpinfo@dbt.net

DBT is a registered service mark and AutoTrack and AutoTrackXP are service marks of Database Technologies, Inc. ©2000. ALL RIGHTS RESERVED. All other companies and/or product names are trademarks or registered trademarks of their respective companies

OCTOBER 1999

Published by DBT Online, Inc.



What do you need to know right now?

AutoTrackXP[™]

with new benefits available no place else but here.

Log on to see these enhanced features in action.

Even more possibilities.

Information previously useless is suddenly useful with new SmartSearch™ technology. It takes what you do know and uses it to find out what you don't. Even common names take on unique possibilities. There may be thousands of Jane Does, but there's probably only one Jane Doe who's between 25 and 30 and lives on the upper west side of Manhattan. SmartSearch makes it possible to find that one.

Even easier and faster.

No need to re-enter a subject's information for each offline search or record request.

When your custom report is ready, you'll receive free e-mail notification even if you're not logged on to AutoTrackXP. Information is delivered in an easy-to-filter table format so you can immediately put it to work.

Even more cost-effective.

No need to browse (and pay for) information you already know. With Direct-to-Report, start with what you know, and go directly to the report you need.

Coming soon: Link IT"

Make analysis and comparison of reports easy.

Instantly visualize the relationships among information on multiple reports. Soon, you'll see what we mean!

Even more information.

Our ever-expanding universe of offline resources now includes searches for license plates, VIN history, worker compensation and real property. We'll get information directly from the appropriate source providing more recent filings and data.

As always

One stop mind-boggling power.

Secure Internet-based access to over 4 billion records from a massive array of sources. Proprietary technology searches billions of records in seconds. And while it's working, you are too, thanks to the multi-tasking function that lets you run multiple reports simultaneously.

We're here 24/7 to help you unleash the total enhanced power of AutoTrackXP.

Our best ideas come from you.

Your input is very important in helping us develop further enhancements to make AutoTrackXP even more valuable. Let us know any uses you have in mind for increasing the power of information for you by emailing atxpinfo@dbt.net.

Do you, or someone in your company, need training? Call 1.800.279.7710 to arrange over-the-phone training at your convenience.

DBT is a registered service mark and SmartSearch, AutoTrack, AutoTrackXP and Link IT are service marks of Database Technologies, Inc. ©1999. ALL RIGHTS RESERVED. All other companies and/or product names are trademarks or registered trademarks of their respective companies



SPECIAL EDITION 1999

Published by DBT Online, Ind



Your Fast, ONE STOP information resource just got even better.

Save Time and Money with

AutoTrackXPsm

You already know, use, and trust AutoTrack PLUSSM. Now, our new AutoTrackXP uses the power of the Internet to allow you to save more time, save more money, and conduct your investigations with greater efficiency.

Save Money and Increase Effectiveness

Currently, when you use AutoTrack PLUS, you pay by the minute. The average cost for a search is \$3. But with AutoTrackXP, you pay only a low, flat fee of \$2 per search. This improved pricing structure presents you with several advantages, in addition to straight-out savings. Key among them:

Better Budgeting

Even before you log on, you'll know exactly how much the search will cost you, whether you need to stay online for five minutes or an hour.

Greater focus on results

Because the search charge is flat, you won't worry about accruing additional charges as you explore new leads. This helps you get full value from AutoTrackXP, and can make finding the information you're seeking more likely.

Save Time and Increase Productivity

Switching to AutoTrackXP gives a big boost to your productivity. That's because

the system lets you run multiple reports simultaneously or search while running reports. Or you can run reports in the background while you use your computer for other jobs entirely. Just think of how much more you can accomplish when you can multitask.

What's more, you can use AutoTrackXP virtually anywhere you wish, at multiple locations within your office, at your home or even in your car.

Learn more today!

AutoTrackXP offers numerous other advantages. To learn more call **1-800-279-7710** to schedule a training session.

TRAIN ON AUTOTRACKXP WHILE YOU GET WORK DONE

Thorough Courteous Efficient Knowledgeable

The training specialists at our 24-hour Customer Service Center are like no other online support team you've encountered. They're eager to walk you through the exciting new features of AutoTrackXP.

Unlike those at too many other help desks, our people are not bound by predetermined time limits. Instead, you call the shots.

They'll spend as much time as you need to become comfortable with AutoTrackXP. You will not be charged for any of the online searches or reports during the training, except Premium reports, so you gain full value by getting work done as you learn. Please call 1-800-279-7710 today to schedule a training session.

CLOSED A CASE AND FEELING FINE?

There's no feeling like the sense you have when you solve a crime, locate hidden people or assets, or prevent fraud. DBT Online wants to celebrate your success when you've used AutoTrack PLUS or AutoTrackXP).

Please fax a description of your case to the Editor at 561-982-5872.

DBT Online **AUGUST 1999**



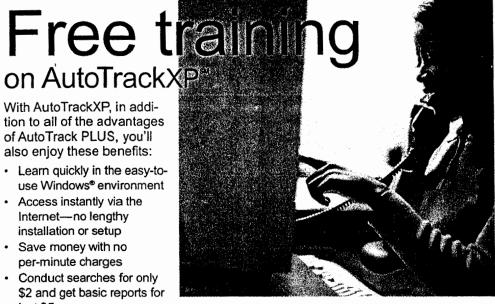
Please forward this publication to the AutoTrackSM subscriber.

—Thank you!

With AutoTrackXP, in addition to all of the advantages of AutoTrack PLUS, you'll also enjoy these benefits:

- Learn quickly in the easy-touse Windows® environment
- Access instantly via the Internet-no lengthy installation or setup
- Save money with no per-minute charges
- Conduct searches for only \$2 and get basic reports for just \$5
- Enhance productivity with the ability to run multiple reports simultaneously
- Avoid rework with the ability to retrieve reports for up to seven days
- Enjoy additional capabilities, such as the new Business Comprehensive Report described at right.

We make it really easy for you to learn how to use AutoTrackXP. When you activate your account, we invite you to schedule free training sessions to be conducted over the phone for as many users as you'd like to include. To ensure your com-



If you already enjoy using AutoTrack PLUS,SM just wait until you try the new, improved AutoTrackXP!

plete comfort with the system . and make your training time as productive as possible, you won't be charged for any of the online searches or reports requested (excluding premium searches) during the training.

Already an AutoTrackXP subscriber?

Take advantage of this free opportunity to:

· Learn some of the new features

- Enhance your productivity
- Offer training to people in your company who haven't vet been trained

You won't be charged for any of the online searches or reports (excluding premium searches) requested during the training, so you can make the training as valuable as possible by getting work done as you learn.

Call 1-800-279-7710 today to begin accessing AutoTrackXP or to schedule your free training sessions.

Try AutoTrackXP's new Business Comprehensive Report

In one comprehensive report. you can quickly and easily...

- Profile corporate officers/executives
- Verify corporate assets, including property, vehicles, and boats
- Access real-time phone numbers
- Discover bankruptcies, judgments and liens
- Identify other businesses associate ed with the same address
- Search for professional licenses
- Identify neighbors and their listed phone numbers
- Authenticate the Federal Employer Identification Number (FEIN)
- And much, much more for only \$15

Call us for more information at 1-800-279-7710

Win prizes and be famous

Your expertise in using AutoTrack can net you a cash reward, a beautiful trophy and press coverage about your success.

Just briefly describe how you used AutoTrack to help solve a crime, locate people and assets or prevent fraud more efficiently.

Fax the description to us at 561-982-5872, Attention Editor, You could be the next award winner

TOBT Online Statement of the Contract of the C

Published by DBT Online, Inc.

JULY 1999



IRSC's expertise in the pre-employment arena is a perfect complement to DBT's powerful investigative tools.

Pre-employment Screening — IRSC°'s InSight™ Helps You Hire With Confidence

RINGING new hires into any organization is a tough task, especially considering all the contributing factors that determine which applicant is the best fit for the organization. As a result, organizations are realizing the benefits of thorough pre-employment screening

tools as reliable solutions.

The key to conducting a successful pre-employment investigation is having all of the necessary online tools right at your fingertips and using them to make knowledgeable hiring decisions. That's why we're proud to introduce InSight by

IRSC, a DBT Online, Inc. company.

IRSC's knowledge and expertise in the pre-employment arena, through its InSight product, is a perfect compliment to DBT's powerful investigative tools, AutoTrack⁵⁴ and SOS Plus.[®]

THE POWER OF INFORMATION IS PROVIDING A POWERFUL BUSINESS SOLUTION

InSight's pre-employment package provides a means to access critical information to ensure that every applicant is screened consistently and efficiently, allowing for more effective decision making. InSight is a one-stop source for all pre-employment screening needs. InSight's pre-employment package includes six key elements, accessible from your desktop:

SIGNAL™ A unique risk assessment tool which verifies and validates subject information to alert the employer to potential fraud or misrepresentation.

VERIFICATION AND REFERENCE SERVICES Verifies previous employment, educational degrees, professional licenses, disciplinary actions and certifications.

Full reference checking services are also available.

CREDIT REPORTS Credit reports, available from all three consumer reporting agencies, demonstrate an applicant's financial responsibility and aid in verifying previous employment and address information.

SOCIAL SECURITY NUMBER
VERIFICATION* Validates the social
security number and reveals additional names and addresses, providing a
focus for further research.

CRIMINAL RECORD SEARCHES* Taps into a network of trained researchers to obtain felony and misdemeanor information from courts. Federal court and statewide repository searches are also available.

DRIVING RECORD SEARCHES* Identifies the status of a driver's license as well as any current violations.

All InSight subscribers have access to superior client support and training.

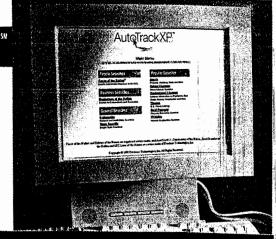
To learn more about InSight's pre-employment screening package, call 1-800-279-7710.

This same feature is available in AutoTrackXP, AutoTrack PLUS* and SOS Plus.

We invite you to eXPerience the power of AutoTrackXP™

- Fast connection via the Internet.
- New Business Comprehensive Report.
- Exceptional pricing.
- **\$2** searches!

For more information on how you can eXPerience the power of AutoTrackXP's enhanced features, call 1-800-279-7710 today!





DBT's AutoTrackXP.com Secure, Anti-Fraud Web Site Listed on GSA Award Schedule

Boca Raton, Florida, July 8, 1999 - DBT Online, Inc. (NYSE: DBT) announced that its AutoTrackXP.comSM secure, anti-fraud, anti-crime web site, as well as its AutoTrack PLUSSM and AutoTrackXPSM dial-up services, have been listed on the General Services Administration Award Schedule under contract number GS-23F-0069J, enabling any qualified federal agency to quickly and easily subscribe without competitive bidding.

Charles A. Lieppe, President and CEO of DBT Online, said the GSA listing assists in opening AutoTrack to all branches and departments of the federal government, including every executive department and branch of the military service, and more than 50 independent federal agencies. Obtaining the GSA listing is part of the Company's strategic plan to accelerate growth by increasing AutoTrack's penetration in the law enforcement, government and defense markets at federal, state, and local levels.

James S. Milford, VP of Law Enforcement Sales, said the award guarantees specific rates for the AutoTrack PLUS DOS dial-up service, the AutoTrackXP Windows 95/98® dial-up service, and the new www.autotrackxp.com Web site for secure Internet access. The GSA (www.gsa.gov), the central management agency in the federal government, is focused on enabling federal employees to access supplies, services and solutions at the best possible value. With a GSA award in place, government agencies can quickly obtain this valuable service saving the time and expense of a competitive bid process.

George A. Bruder, Jr., VP of Government Sales, said AutoTrack enables qualified professionals to instantly search more than 4 billion current and historical public records that are intelligently cross-linked for the investigator to find valuable information. This increases an investigator's ability to quickly solve crimes, locate people and assets, and detect and prevent fraud more efficiently. Using a personal computer, investigators, analysts and researchers can develop useful information within a matter of minutes that could otherwise take days, weeks or even months.

Both Milford and Bruder noted that the DBT family of AutoTrack products features its "DBT Secure Technology" which prevents anybody inside or outside the Company from tracking records a law enforcement user is researching.

About DBT Online, Inc.

DBT Online, Inc. (www.dbtonline.com) is the fastest growing nationwide provider in the new market for online investigative information services. Qualified businesses, such as insurance companies and financial institutions, as well as law enforcement and government agencies turn to DBT's AutoTrackPLUSSM, AutoTrackXPSM, and www.autotrackxp.com online services, as well as DBT's other custom solutions, to solve more crimes, locate people and assets faster, and detect and prevent fraud more efficiently.

With more than 23 terabytes of capacity, DBT's database is one of the country's largest depositories of public records combined with other information. DBT currently has more than 14,000 subscribers, including investigators at more than 1,400 federal, state, and local law enforcement agencies. DBT also provides its services to several non-profit organizations to assist their search efforts.

For the first quarter ended March 31, 1999, consolidated revenues and royalties increased 32% to \$16.4 million and net income increased 19% to \$1.9 million or \$0.10 per share on a diluted basis. DBT's

Electronic Information Group operating income rose 83% on revenue growth of 38% as DBT continued to strengthen its investments in marketing and sales and research and development while building overall operating margins. For the year ended December 31, 1998, consolidated revenues and royalties increased 43% to a record \$54 million and net income increased 12% to \$7 million or \$0.35 per share on a diluted basis. Electronic Information Group's revenues grew 52% while DBT invested in its new data centers and entered new markets to fuel future growth.

Company Contacts: Timothy Leonard, VP and CFO 800-279-7710

Investor Relations: Gary Fishman or Kimberly Boshara 212-889-1727

Forward-Looking Statements. Information contained above with respect to the Company's Results of Operations, regarding expected future events and financial results, is forward-looking and subject to risks and uncertainties. Those statements are forward-looking statements within the meaning of Section 31E of the Securities Exchange Act of 1934. The following important factors could affect the future results of the Company and could cause those results to differ materially from those expressed in the forward-looking statements: (i) the ability to manage DBT's rapid expansion, (ii) protecting DBT's proprietary technology, (iii) impact of future government regulation on the availability of public records, and (iv) the extent, timing and success of competition from other database providers.

###

Online with

DBT ONLINE, INC.

AutaTrack

Check out what's new

We're using the latest Internet technology to get you connected to AutoTrackXP.™ What's more, we have some exciting new features. Read on to learn about new reports, new databases and more.

OUR NEW LOW PRICES

WE ARE UTILIZING the latest technology to get you connected to AutoTrackXP via the Internet. In doing so, we're able to increase our efficiency in delivering this valuable investigative information. And the cost savings are being passed along to you! Effective Saturday, May 1, 1999, we made some significant price reductions. Here are just a few of the changes to AutoTrackXP's pricing structure:

- The cost for conducting a search is now only \$2
- **■** The Basic Report is now only \$5
- The National Comprehensive Report is still only \$15
- The new Business Comprehensive Report costs only \$15
- All search extensions and associates features are now only \$2

MAKE THE CONNECTION

A CCESSING AutoTrackXP has never been easier! Now you can access AutoTrackXP via the Internet. No software or installation guides needed. Connection to AutoTrackXP via the Internet is offered through our ultra-secure site. We have erected



TWO WAYS IN: connect to AutoTrackXP via dial-up or via the Internet!

state-of-the-art firewall systems and a sophisticated intrusion detection system. We also contracted the services of an independent security consultant to review, test and certify the effectiveness of AutoTrackXP's security.

In addition to Internet connectivity, AutoTrackXP can be accessed via our traditional dial-up process.

OUR NEW BUSINESS REPORTS... MEAN BUSINESS

YOU'RE already familiar with our National Comprehensive Report on individuals. Now, you can retrieve a similar report on a business!
AutoTrackXP's new Business
Comprehensive Report utilizes our unique cross-referencing capabilities to provide you with the most complete business information from Secretaries of State and other leading business sources. In our Business
Comprehensive Report, you will obtain information on assets.

business executives, phone numbers, addresses and much more!

UP-TO-THE-MINUTE INFORMATION

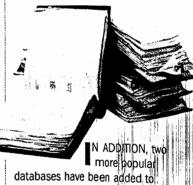
AutoTrackXP has always accessed two major consumer reporting agencies for up-to-date address information in our Basic and National Comprehensive Reports. Now, we're providing access to a third major consumer reporting agency, when applicable. In addition, AutoTrackXP provides one of the largest collections of historical address records available. With the three major consumer reporting agencies readily available... address and subject information is at your fingertips. As always, AutoTrackXP does not access credit histories.

REAL-TIME PHONES IN NO TIME

F you're looking for the most current phone number listing available on an individual, you'll find our new Real-Time Phone Directory extremely helpful! By simply entering the name and address of your subject, you'll access any current phone number available from the Regional BellsM Telephone Companies. And with our reverse phone number search option, you can search with just a phone number to find a current address listing

MISDEMEANORS, MILITARY AND MORE

OTHER RECENT enhancements to AutoTrackXP include offline misdemeanor searches and databases available for manual searching. Besides the offline courthouse record searches currently offered by AutoTrackXP, we are now providing offline misdemeanor record requests. Misdemeanor records can also be obtained in AutoTrack PLUS.



databases have been added to AutoTrackXP: Firearms and Explosive Licenses and U.S. Military Personnel. We've always included records from these databases in our National Comprehensive Report, and now you can search them individually.

To learn more about AutoTrackXP, call 1-888-677-2897, and we'll activate your account.

Visit us on the web at http://autotrackxp.com

STATEMENT OF WORK TO PROVIDE (*******) UNLIMITED ON-LINE ACCESS TOCOMMERCIAL, NATIONAL, STATE AND COUNTY PUBLIC RECORDS

1. Background

The (********) requires unlimited on-line access to publicly available records to include commercial, national, state and county public records, 24 hours a day, 7 days a week. This service will include unlimited access for personnel in all offices and headquarters units of the (******). The online service should provide access to records that can be searched, accessed, and cross-referenced to other available databases within the same on-line access service in order to expand the available information.

2. Objective

(*****) requires an online service that allows a person doing the search, using very limited information such as a name, to identify a person (date of birth and/or social security number), possible residences, his/her property, vehicles, and any linkage to any corporation or business.

3. Work Requirements

- 3.1 Provide unlimited on-line access capability to integrated public available record data through an on-line service which is year 2000 compliant.
- 3.2 Provide approximately ____#___ users unlimited on-line access service that will enable these users to produce comprehensive reports as outlined in "Objectives" above based on limited input data.
- 3.3 Included as part of the total cost but not separately priced is training, installation, and maintenance of on-line access service.
- Recommended enhancements are to be made to the Program Manager and Project Manager where the inclusion of such enhancements in the service will create a more efficient service. This includes ensuring that the service is Year 2000 compliant.

- 5.1 Software for access to the online service must be provided to each office of (********) that is to have access to the online service. The vendor must either have a technician on site, or the have a 24 hour, 7 day a week help desk, that is trained to assist in installing the software over the telephone and troubleshooting any problems. The software must work on any 80386 personal computer with a 14.4 modem or higher.
- Training in the use of the online service must be available inactively by telephone, on site, or both, depending on the number to be trained. In addition the vendor must have a training site and program where agency personnel can be trained in order that they can train new arrivals in their work force. This will require a User's manual for the basic use of the system to be available upon request.
- 5.3 Technical Support for the access to the online service must be provided 24 hours a day 7 days a week for the duration of the contract.

6. Place of Performance

All work will be performed at the contractor's work site unless otherwise specified.

7. Government Furnished Equipment / Supplies

The Government will not provide equipment or supplies except PCs and modems upon which the service will be made available.

8. Security

No special security requirements are required.

9. Travel

Travel outside of the local area will be reimbursed in accordance with government regulations.

10. Instructions on preparing technical proposal

10.1 Related Experience

The contractor must demonstrate successful past performance of this type of work. The complexity and diversity of these efforts will be evaluated as well.

10.2 Understanding the Requirements and the Technical Approach

The contractor must demonstrate understanding of the requirements as set forth in the statement of work and present a corresponding technical approach.

10.3 Knowledge of the Application Area

The contractor should demonstrate knowledge of the subject application area.

10.4 Estimated Fixed Price

The contractor will provide a fixed monthly price for performance of this task. The price will be inclusive of all deliverables and services outlined in this task.

CBDNet is provided through an alliance of the <u>United States Department of Commerce</u> and the <u>United States Government Printing Office</u>.

Questions or comments regarding this service? Contact the GPO Access User Support Team by Internet e-mail at cbd-support@gpo.gov or toll-free at 1-888-293-6498.



URL: http://cbdnet.gpo.gov/ACCEPT.template LAST MODIFIED: February 18, 1997 by JER

.Soundex - a method of converting a name or other word into a numerical code that represents the way the individual letters sound, and then searches for all names or words with similar sound patterns.

SOLICITA	TION/CONTR	ACT/ORDER FO PLETE BLOCKS	OR COMMERC 12, 17, 23, 2	AL ITE	MS	1. REQUI	NOITIS	IUMBER		PAGE 1	OF 2		
2. CONTRACT N		3. AWARD/EFFECTIVE	4. ORDER NUMB	ER		5. SOLIC			1	6. SOLI	CIATION	ISSUE	
		DATE			MS-99-R-0005			1	11/24	/98	11		
7. FOR SOLI		a. NAME Peter I	Reese	b. TELEPHONE NUMBER IN collect calls! 202-307-9339			339	LOC	AL TIME	ATE/12/1 5:00PN			
9. ISSUED BY		CODE		10. THIS A	COUISI	ON IS		TT. DELI FOB DES	VERY FOR TINATION BLOCK IS	12. DIS	COUNT		
U.S. Man	rshals Serv	rice		X UNRE	STRICTE	D		UNLESS MARKED	BLOCK IS	1	i		
Business	s Services	Division, Co	S#3, 1121	SET A	ASIDE:		% FOR	SE	SCHEDULE	J	- 1		
	y Navy Driv			s	MALL BU	JSINESS			13a. THIS	CONTRA	CT IS A	CFR 7001	
Arlingto	on, VA 222	202		s	MALL DI	SAV. BUS	SINESS	13b. RA		ONDER	JFA3 (15	CFR 700)	
					(A)		\						
				sic: 73				14. MET	HOD OF SOL	ICITATIO	N		
				SIZE STA	ANDARD	\$18.	0 м	X	a IFE	3	REF		
15. DELIVER TO		CODE		16. ADMIN	NISTERE	DBY		>		CODE			
see blo	ck 9			se	e blo	ock 9						300	1000
See DIO	CK 7											100	
17a. CONTRACT	OR/			18a. PAYN	MENT W	II BE MA	DE RY		· · · · · · · · · · · · · · · · · · ·	2005		2, 1	
OFFEROR	Technolog	FACILI		-						CODE	L	,	. , !
	e Lake Dri	-		see	blo	ck 9						i	.
Boca Rat		ve DUNS # 79738	0501	İ									
TELEPHONE NO.	/5611002 5	715											
17b. CHECH	K IF REMITTANCE IS	DIFFERENT AND PUT	SUCH ADDRESS IN	18b. SUB IS C	SMIT INV		O ADDRI	SSS					
	·			1			ADDEN	DUM					
19. ITEM NO.		SCHEDULE OF SUPPLIE	S/SERVICES			1. NTITY	UNIT						
					 								
	}				١.,								
	Locat	or Services			12		Mont	ns					
					1								
		Attach Additional Sheets	as Necessary)		<u>L</u>								
25. ACCOUNTIN	IG AND APPROPRIA	IION DATA						2€					
X 27a. SOLICITA	TION INCORPORATES	BY REFERENCE FAR 52.21	2-1, 52.212-4. FAR 52	.212-3 AND	52.212-5	ARE ATT	CHED.	-					
275. CONTRA	CT/PURCHASE ORDER	INCORPORATES BY REFERE	ENCE FAR 52.212-4. F	AR 52.212-5	IS ATTA	CHED. AD	DENDA						
		SIGN THIS DOCUMEN				ARD OF	CONTRA	<u>vc.</u>					
SET FORTH	OR OTHERWISE IDE	TOR AGREES TO FURN	IN ANY ADDITIONAL	LL ITEMS SHEETS	L 5	ATED , INCLUD	ING AN'	71					
	O THE TERMS AND E OF OFFEROR/CON	CONDITIONS SPECIFIED	HEREIN.	123- 11507		ORTH	MEDICA	,					
300. 313177011) — —		_	31a. UNIT	IED SIA	169 01 7	WENICA	` '					
(' \		/</td <td>•</td> <td></td>	•										
//	TITLE OF SIGNER	$\overline{}$	30c. DATE SIGNED	316. NAM	ME OF C	ONTRAC	ING OF	Fi					
/ /	Milford	/) /	11/30/98	1									
	resident	U	11/30/30										
328 QUANTITY	IN COLUMN 21 HA	2 REEM		33. SHIP	NUMBER	₹	34. \						
RECEIVED	INSPECTED	ACCEPTED, AND C	ONFORMS TO THE	PART	TAL	FINAL	-						
		CONTINACT, EXCER	AS NOTED	36. PAYN		1							
	RE OF AUTHORIZED	GOVT.	32c. DATE	COM	MPLETE	PA	RTIAL						
REPRESEN	ITATIVE			38. S/R A	CCOUN	T NUMBE	R 39.						
				40. 555									
41a 1 CEPTIO	THIS ACCOUNT	S CORRECT AND PROP	DER FOR DAYS 1517	42a. REC	FINED B	Y (Print)							
	E AND TITLE OF CEI		ER FOR PAYMENT	42b. REC	EIVED A	T // ocar:	201						
				Tau. nec	LITEU A	· ILUCATIO	<i>,</i>						
				42c. DAT	E REC'D		42						
-				(YY/MM/L	(סס								
AUTHORIZED FO	OR LOCAL REPRODU	CTION S	EE REVERSE FOR ON PAPERWORK B										



IMPORTANT NEWS

November 20, 1998

Dear AutoTrack PLUS Subscriber,

Over the past year, you have been telling us what you need from AutoTrack PLUSSM...and we have been listening! We took your input and made some exciting changes to AutoTrack PLUS. We are certain that AutoTrack PLUS will serve you better than ever before.

In the past few years we have added hundreds of data sets, additional search options and powerful report options. And, in the past six months we have added over a dozen new features to AutoTrack PLUS to help meet your investigative needs. These include:

Booking and Arrests Boats Of The Nation SnapShot

Professional Licenses of The Nation U.S. Military Personnel ABI-The Comprehensive Business Report Firearms & Explosives Licenses **Texas Criminal Histories** Florida Sexual Predators /Offenders

Reverse Phone Number Searches Florida Claims & Malpractice **Boat Manufacturers Nationwide**

And we are currently in the process of adding a more comprehensive phone number database to our Phone Numbers in the National Module! This new database is the preeminent telephone number database available today. This means more phone numbers, readily available when you need them! And the innovations will continue into the New Year. In January, you will benefit from the following:

More Data- Now each time you run a report you will be accessing more databases than ever before. We have added new and informative databases not previously available through AutoTrack PLUS, and a third major real-time gateway address source is in development.

New Main Menu- We have simplified our main menu to serve you better. And best of all, there will be no charge to browse the new main menu. That's right, the entire time you are on the main menu, it's free. You can learn to navigate this userfriendly menu and relax, knowing that there are no charges being incurred. Plus, we have added a "Free Stuff" section on the menu, where you can find helpful information, and IT WILL ALL BE FREE, too! And we have included a promotional section right on the menu - to keep you posted on new products and special offers. These offers will enable you to try featured products at a substantially discounted rate. This is a great way to see the benefit of featured products first hand...with little or no investment!

To facilitate these enhancements and future developments, we are also changing our pricing. As of January 1, 1999, for other subscribers, the AutoTrack PLUS per-minute rate will increase slightly. In addition, a service fee of \$25 will be billed to accounts spending less than \$100 a month. However, because of our partnership, you will not be affected by these pricing and monthly service fee charges for the term of your current agreement.

Please refer to the reverse side of this letter for complete details on all our pricing changes. We think you will agree that even with these changes, AutoTrack PLUS offers unparalleled value as an online investigative tool.

If you have any questions, please feel free to contact our Sales Department at 800-279-7710. We look forward to serving you.

Again, these changes will not affect you for the term of your current agreement.



$CBDNet \equiv$

Notice Accepted

Submission No. 188631

April 10, 1998 -- 11:07

[Commerce Business Daily: Posted April 10, 1998]
From the Commerce Business Daily Online via GPO Access
[cbdnet.access.gpo.gov]

PART: U.S. GOVERNMENT PROCUREMENTS

SUBPART: SERVICES

CLASSCOD: R--Professional, Administrative and Management Support

Services -- Potential Sources Sought

OFFADD: U.S. Marshals Service, Business Services Division, 600

Army Navy Drive, Arlington, VA 22202

SUBJECT: R--DATABASE SEACH FOR LOCATION OF PERSONS FOR CRIMINAL INVESTIGATIONS. THE U.S. MARSHALS SERVICE IS CONSIDERING AWARDING A SOLE SOURCE CONTRACT TO DATABASE TECHNOLOGIES FOR THEIR "AUTO TRACK" SERVICES. THIS SERVICE WILL LOCATE INDIVIDUALS WITH VERY LIMITED INFORMATION ON THEM SUCH AS THEIR FIRST N

SOL N/A

DUE 050498

POC Peter Reese, 202-307-9339

DESC: Locater services. The U.S. Marshals Service has a requirement for a locater service which can locate individuals using limited data, such as social security, unusual first name or other data. The data service must have the maximum coverage of existing data bases/recors to increase the accuracy of the searches. It must be a commercial available service - i.e. it must currently be operating and providing the service to other firms, governmental units, etc. Interested parties should send short decriptions of their existing services and their capabilities to locate persons to the following address - U.S. Marshals Service, Attn: Peter Reese, CS#3, 1121, 600 Army Navy Drive, Arlington, VA 22202.

CITE: (W-100 SN188631)

CBDNet is provided through an alliance of the <u>United States Department of Commerce</u> and the <u>United States Government Printing Office</u>.

Questions or comments regarding this service? Contact the GPO Access User Support Team by Internet e-mail at cbd-support@gpo.gov or toll-free at 1-888-293-6498.



$CBDNet \equiv$

Notice Accepted

Submissic

June 17,

[Commerce Business Daily: Posted in CBDN From the Commerce Business Daily Online [cbdnet.access.gpo.gov]

PART: U.S. GOVERNMENT PROCUREMENTS

SUBPART: SERVICES

CLASSCOD: R--Professional, Administrativ Services--Potential Sources Sought OFFADD: U.S. Marshals Service, Business Army Navy Drive, Arlington, VA 22202 SUBJECT: R--COMMERCIAL DATABASE FOR LOCA

SOL N/A DUE 072798

POC Peter Reese - 202-307-9339

DESC: The U.S. Marshals Service (USMS) awarding a sole source contract to Da their Autotrack services. This is the further defines the required performa should a competitive solicitation be and headquarters offices have a requi public information database that can directly or indirectly) using very li allow for "wild card" searches. In ac capabilities (names, dates of birth, address, phone numbers, property) the able to: 1) perform Soundex queries, to view exact matches and other poss: associates and family members of an : family members, and associates of an a partial name; 5) produce a comprehgenerated by only one or two queries of a vehicle in addition to the make and vehicles of an address. This mus (it must be presently in being and c

parties on an ongoing basis). Interested pulses send capability statements that demonstrate that their system will perform the above functions to the U.S. Marshals Service, Attn: Peter Reese, CS#3, 1121, 600 Army Navy Drive, Arlington,

VA 22202 or FAX 202-307-9695. EMAILADD: Pete.Reese@usdoj.gov

EMAILDESC: for email to contracting click here

CITE: (W-168 SN212681)

Our only copies of CBD notice

TONline STONLINE STON

APRIL 1999

Published by DBT Online, Inc.

1 I noticed a \$25 service fee on my invoice. What is it?

Over the past five years, we have been adding hundreds of data sets, search options and powerful reports to AutoTrack²⁴. And, we have recently launched AutoTrackXP⁵⁴ to provide Windows⁶ compatible, multi-tasking capabilities. To facilitate these enhancements and to provide the highest level of service, as of January 1, 1999, we have implemented a \$25 monthly service fee. For months in which your combined expen-

ditures for AutoTrack PLUS™ and/or AutoTrackXP exceed \$100, the service fee is waived.

2 Does DBT have a website?

Yes, visit us at www.dbt.com. You can review the latest DBT news, an overview of the company, our products and services, our privacy statement, investor information and Y2K updates.

3 How should I notify DBT if my company name or address has changed?

We will be happy to update your account information, but to ensure the security of your account, it is necessary for address and phone number changes to be received in writing. The request should be on current office letterhead and be signed by an account supervisor.

The four things our subscribers ask most often



Please mail to our Service Center at 4530 Blue Lake Drive, Boca Raton, FL 33431 or fax: 1-888-580-9337. In the case of a company name change, please contact our Service Center directly at 1-800-897-1644, as we will need additional information to complete this change.

4 How do I order a criminal history in AutoTrackXP?

From the AutoTrackXP Main Menu, select "Court Searches." Click on the link to "Criminal, Civil, MVR and Bankruptcy." This opens the Court House Record Retrieval Menu. If you know which specific courts to search,

select "User-Generated Order Form." If you are not sure which courts to search, select "DBT-Generated Order Form." Fill in the required fields and any recommended information and click "Generate Order Form." Go back to the Court House Retrieval Menu and select "Order Form Status." This opens the Report Manager and displays the subject for whom you just generated the form. Click on the subject's name link, which will open the Court Search Order Form.

All of the searches are defaulted to "No"; click "Yes" in the "Select for Ordering" field for each search you would like to order. Click the "Submit" button when your order is complete. Your reports will be held in the Report Manager for viewing and printing when they have been returned.

y2K TESTING



AS MOST subscribers know, we are gearing up for the new millennium at DBT. We conducted our first Y2K compliance test March 6-7, 1999. It was a great success. We will continue to prepare our systems so they will be ready to serve you in January 2000 and beyond.

To fulfill this commitment, we have scheduled our next Y2K test for April 24-25, 1999.

Please mark your calendars as a reminder: All access to DBT Online, Inc. products will be temporarily suspended from 9:00 pm on April 24 to 6:00 am on April 25. We apologize for any inconvenience and feel confident that the benefit of this preparation will outweigh the short-term delay in access.

All access to DBT Online, Inc. products will be temporarily suspended from 9:00 pm April 24 to 6:00 am on April 25, 1999 for Y2K testing

CHECKING YOUR MONTHLY CHARGES



As a reminder, the monthly service fee of \$25 is waived on all accounts that spend over \$100 each month. For this reason, you may want to review your month-to-date totals periodically. And you can do so, right from your computer! Follow our easy steps to review your month-to-date totals.

AutoTrackXP subscribers: From the blue toolbar at the top of the screen, select "Sign-Off." The "Session Totals" box will appear. Account Supervisors can view totals for the entire account in this box. If you also use AutoTrack PLUS, these charges will include the combined month-to-date totals for both AutoTrackXP and AutoTrack PLUS.

For AutoTrack PLUS subscribers: To review your month-to-date totals, have the account administrator log in, (If you do not have an account administrator, please call our Service Center to obtain an account administrator ID.) When you get to the BILL PRINTING MENU option, select "Print Current Month Usage." You will then have the option to bring the information up on the screen or to print the report. The report will contain both AutoTrack PLUS and AutoTrackXP charges (if the account is active with both versions) for the current month. Access to the administration module is free.

SOLE SOURCE JUSTIFICATION FOR AUTOTRACK

Autotrack is a public information database comprised of more that 2½ billion cross-reference records, linking information from federal, state, local and private databases.

While there are a number of commercial databases available for investigative purposes, Autotrack has unique features. With as little as a first name (which often is all you have to start with), you can obtain a comprehensive personal profile that includes the telephone numbers, corporations, aka's, vehicles, aircraft, boats, assets, residences, professional licenses, etc. Wild card searches can also be performed, which is also useful when you have very limited information to start the investigation.

SOLE SOURCE JUSTIFICATION FOR AUTOTRACK

Autotrack is a public information database comprised of more that 2½ billion cross-referenced records, linking information from federal, state, local and private databases.

While there are a number of commercial databases available for investigative purposes,
Autotrack has unique features. With as little as a first name (which often is all you have to start
with), you can obtain a comprehensive personal profile that includes
numbers, corporations, aka's, vehicles, aircraft, boats, assets, residences, professional licenses,
etc. Wild card searches can also be performed, which is also useful when you have very limited
information to start the investigation.

Interactive Pager Service Agreement

This Interactive Pager Service Agreement ("Agreement") made effective	_, 2000 by and
between ChoicePoint Services Inc. ("ChoicePoint") with an address for the purposes o	f this Agreement at
1000 Alderman Drive, Alpharetta, Georgia 30005 and the United States Marshals Ser	vice ("Marshals")
with an address for the purposes of this Agreement at 600 Army Navy Drive, Arlingto	

WITNESSETH:

WHEREAS ChoicePoint has developed interactive pager technology which allows the transmittal of certain public record information over a two way, interactive pager system ("Pager Technology"); and,

WHEREAS The Pager Technology is a function of three individual components, I.) the pager unit itself, II.) the development of the software application that provides functionality to the pager, III.) the information Service Agreement which governs the information returned via the pager and IV) general terms and conditions. All components will be addressed in individual sections below.

WHEREAS the Marshals have a need for such Pager Technology in order to further carry out their law enforcement functions; and,.

NOW, THEREFORE, ChoicePoint and Marshals hereby agree as follows:

I. Pager Development Obligations.

- 1. (a) ChoicePoint shall provide the Marshals with operational two-way pagers that have the ChoicePoint Software, term defined below, loaded into the pager.
 - (b) The Marshals shall be responsible for the physical condition of the pagers. At the end of the Pilot Program, Initial Term or any Renewal Term, the Marshals shall return the pagers in the condition in which they were provided to the Marshals by ChoicePoint, ordinary wear and tear accepted.
- 2. Payment and Performance. Subject to the terms of this Agreement, ChoicePoint shall provide the Pager Technology at no charge for an initial 30 day trial period beginning the date first written above.
- 3. Term and Termination. The Initial Terms of this Agreement shall be for 30 days from the effective date of this Agreement ("Pilot Program"). The Agreement shall automatically renew for one additional 30 day period ("Renewal Term(s)") unless either party gives written notice of its intention to cancel the Agreement before the expiration of the then current term. Either party, may at its sole discretion, terminate this Agreement at any time, if the other party is engaged in business practices the terminating party determines to be detrimental to its business, and are not cured within seven (7) business days after notice of termination is given. The license to the Software is effective until terminated. This license will terminate immediately without notice from ChoicePoint if you fail to comply with the provisions of this License Agreement. Upon termination, you must return to ChoicePoint the written materials and Software installation disks; you must also destroy all copies of the Software residing on other magnetic or storage media.

II. Information Services Agreement:

The Marchele derire to use the services of ChoicePoint and service that all reports ordered and submitted, any, will be ordered and submitted under the following conditions.

1. ChoicePoint agrees to:

- (a) Comply with all laws applicable to the making of reports.
- (b) Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 2(d) below, and reinvestigate if requested by Customer without further charge if the information was incorrect.
- (c) Reinvestigate any information disputed by the consumer at no charge to Customer, and take any necessary corrective action with the consumer and Customer.
- (d) With the exception of claims or suits arising out of the accuracy or completeness of the information reported, to defend and indemnify Customer from and against any claim or litigation alleging damage to any property or for death or bodily injury to any person or persons caused by, or arising from, the acts or omissions of ChoicePoint, its officers, employees or agents during the course of providing services hereunder to Customer under this Agreement. ChoicePoint shall have the right and duty to conduct at its own cost any defense of Customer under this paragraph. Customer shall notify ChoicePoint promptly of any claims or suits and shall reasonably cooperate in such defense.

2. Marshals:

- (a) Will keep all reports, whether oral or written, strictly confidential and except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision relating to the transaction for which the report was ordered.
- (b) Will request no information for the use of any other person except with the written permission of ChoicePoint. If the person reported on, or his representative, requests report information, that person will be referred to ChoicePoint for disclosure under the Fair Credit Reporting Act or other applicable laws.
- (c) Will hold ChoicePoint and its affiliated companies, and the officers, agents, employees, and independent contractors of ChoicePoint and its affiliates harmless on account of any expense or damage resulting from the publishing by Customer, or the employees or agents of Customer, of report information contrary to the above conditions.
- (d) Recognizes that information in reports is secured from and processed by fallible sources (human and otherwise), and that for the fee charged ChoicePoint cannot be either an insurer or guarantor of the accuracy of the information reported; releases ChoicePoint and its affiliated companies and the officers, agents, employees, and independent contractors of ChoicePoint and its affiliated companies from liability for any negligence, but not for willful misconduct, in connection with the preparation of reports and from any loss or expense suffered by Customer resulting directly or indirectly from reports by ChoicePoint or by one of its affiliated companies.

(e) Certifies that consumer reports, as defined by the Fair Credit Reporting Act or other applicable law, will be ordered only when intended to be used as a factor in establishing a consumer's eligibility for new or continued credit, collection of an account, insurance, licensing, employment purposes, or otherwise in connection with a legitimate business transaction involving the consumer. Each request for a report will further indicate the specific purpose involved in each transaction and such reports will be used for no other purpose. Whenever a consumer report is requested pursuant to the written consent of the consumer, however, this certification is not required and does not apply.

III. Software Application Agreement:

ChoicePoint is providing a software program ("Software") that is a stand alone, single-user product. Any future update(s) that ChoicePoint may provide is considered part of the Software.

- 1. Grant of License. ChoicePoint grants to you the non-exclusive, non-transferable right to use the Software, on one computer terminal/display at the same time. The above rights are granted to you in consideration of your payment of the license and update fees for the Software.
- 2. Copyright. The Software is owned by ChoicePoint and is protected by United States copyright laws and international treaty provisions. You may not copy the written materials accompanying the software. You may make one copy of the Software for backup purposes.
- 3. Use Restrictions and Confidentiality. Customer may use the Software solely for the purpose of ordering and receiving information through ChoicePoint and ChoicePoint approved networks. If ChoicePoint reasonably determines that Customer is attempting to use, license, or convey any part of the Software in a manner contrary to the terms of this Agreement, ChoicePoint will have, in addition to any other remedies available to it, the right to equitable relief enjoining such action. Customer must hold the Software in trust and confidence and must protect the Software with at least the same degree of care as Customer's own proprietary or confidential information. Customer agrees not to provide or otherwise make available any copy of any portion of the Software in any form to any person other than the employees of Customer requiring access to the Software to perform their duties. In no event will Customer make the Software available to a third-party without the prior written permission of ChoicePoint. The terms of this Section 3 will survive the termination of this Agreement for any purpose.
- 4. Other Restrictions. You may not rent or lease the Software. You may not sell or transfer the Software or accompanying written materials. You may not reverse engineer, decompile, or disassemble the Software.
- 5. Limited Warranty. ChoicePoint warrants that any physical media on which the Software resides will be free form defects in materials and workmanship and under normal use and service of a period of 90 days from the date of receipt. Any and all warranties on the Software and magnetic or physical media are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. ChoicePoint does not warrant that the functions contained in the Software will meet your requirements, that the operation of the Software will be uninterrupted or error free, or that all defects will be corrected. CHOICEPOINT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANIABILITY AND FITNESS OR PARTICULAR PURPOSE, WITH RESPECT TO THE Software, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING MEDIA. THIS LIMITED WARRANTY

GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

- 6. Customer Remedies. ChoicePoint's entire liability and your exclusive remedy shall be, at ChoicePoint's option, either (a) for ChoicePoint to attempt to repair or replace the Software or media that does not meet ChoicePoint's Limited Warranty in Section 6 and that it is returned to ChoicePoint with a copy of your receipt, or (b) for ChoicePoint to return the software license fee, if any, you paid. The Limited Warranty in Section 6 is void if failure of the Software or media has resulted from accident, abuse or misapplication. Any replacement Software will be warranted under the Limited Warranty in Section 6 for the remainder of the original warranty period or for 30 days, whichever is longer.
- 7. Limitations of Damages. IN NO EVENT WILL CHOICEPOINT OR ITS SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE, OR INABILITY TO USE THE SOftware OR MEDIA EVEN IF CHOICEPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTIAL DAMAGES, THE ABOVE MAY NOT APPLY TO YOU.

IV. General Terms:

- 1. (a) Confidentiality: "Confidential Information" shall mean all information which: (i) is clearly designated by the disclosing party as "confidential" or "proprietary;" or (ii) would reasonably be treated by the disclosing party as confidential or proprietary information. By way of illustration, but not limitation, Confidential Information includes proprietary software, algorithms and formulas, know-how, inventions, engineering concepts, know-how, designs, trade secrets, copyrights, patents, information organization, storage and delivery processes, development processes and developments, financial information, pricing information, marketing data, sales reports, and data regarding sales methods and prospects, Customers, business activities and operations, and includes Confidential Information furnished prior to or after the date of this Agreement by the parties hereto.
 - (b) Each party may use Confidential Information furnished by the other solely for the purpose of developing, marketing and operating under the terms of this Agreement and for no other purpose. Except as specifically set forth herein, neither party may reproduce or copy any Confidential Information of the other party or transfer, assign, license, loan, disclose or otherwise make available all or any portion of such Confidential Information to another person or entity, without the prior express written consent of the other party. Each party shall use the same methods and degree of care to protect the Confidential Information of the other party as such party uses to protect its own confidential and proprietary materials and information. Title to and ownership of the Confidential Information shall at all times remain with the disclosing party.
 - (c) Both parties acknowledge that the other parties product and the information contained therein have been procured, compiled and developed at great time and expense, that the creating party has a proprietary interest in the product, and that the creating party will suffer great harm if the other party or any of its employees, disclose any such information in any form to a third party except as provided herein. Accordingly both parties agree to: (i) hold the product information in strict confidence; (ii) disclose the product information only to its employees, agents and employees to whom knowledge

thereof is required and to the extent necessary for its proper use in accordance with, and as authorized by, this Agreement; and (iii) take reasonable steps to prevent the accidental or unauthorized disclosure of the product information. Both parties further agree that there is no adequate remedy at law for any breach by it of this Agreement, and that, in addition to any other rights and remedies it may have in law or in equity, will be entitled to seek an injunction restraining any such breach.

- 2. Assignment. No assignment or attempted assignment by either party, in whole or in part, of its rights or obligations hereunder (other than the right to receive payment hereunder) or of any other interest herein shall be enforceable without the other party's prior written consent which shall not be unreasonably withheld.
- 3. Governing Law. This Agreement (and any and all disputes, controversies and claims among the parties arising out of, or in connection with, the agreements and transactions contemplated hereby) shall be governed by and construed in accordance with the laws of the State of Georgia.
- 4. Attorney's Fees. In the event of any action or proceeding arising out of this Agreement, whether for declaratory relief or other relief, the prevailing party shall be entitled to such party's costs of suit and reasonable attorneys' fees, which shall be payable whether or not such action or proceeding prosecuted to judgment.
- 5. Force Majeure. If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood earthquake, explosion or other casualty or accident; strikes or labor disputes (other than strikes or labor disputes by employees of other party of its authorized agents or subcontractors); inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed. The party which is not subject to a force major event (the "Unaffected Party") shall have the right to terminate this Agreement in the event the Unaffected Party determines in good faith that the force majeure event may result in losses, or penalties or damages assessed against the Unaffected Party.
- 6. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations and understandings of the parties with respect thereto. No representation, promise, modification or amendment shall be binding upon other party as a warranty or otherwise unless in writing and signed on behalf of each party by a duly authorized representative.
- 7. Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, maintaining sole and exclusive control of their businesses and operations. No party shall be deemed to be the partner or joint venturer of the other and no party shall have or shall hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of or binding upon the other party.
- 8. Survival. Termination of this Agreement shall not relieve either party of its obligations under Section IV. (1) (a), (b) and (c) hereof.

- 9. Headings. Section headings are for convenience of reference only and shall not be considered in the interpretation of this Agreement. All sections shall be read as part of the entire Agreement and not interpreted only for the section in which they appear.
- 10. Notices. All notices required or permitted hereunder shall be given in writing and shall be deemed to have been given upon personal delivery, upon deposit in the mail, ratified or registered, return receipt requested with postage prepaid, or by facsimile with a confirmation copy sent simultaneously by mail, postage prepaid. For the purposes hereof, the addresses of the parties hereto (until written notice of a change thereof shall have been given) shall be as written above.
- 11. Waiver. Any delay or omission by a party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the day and year first above written.

	ED STATES MARSHALS SERVICE	CHOICEPOINT, INC.
Ву:	Andre LaBier Medalier	Ву:
Title:	Supervisory Inspector	Title;
Date:	May 17, 2000	Date:

MUTUAL NON-DISCLOSURE AGREEMENT

This is a Mutual Non-Disclosure Agreement ("Agreement") between ChoicePoint Business and Government Services Inc. and any of its subsidiaries, (collectively know refereed to herein as "ChoicePoint") with an address for the purposes of this Agreement at 8330 Boone Boulevard, Suite 850, Vienna, VA 22182 and the <u>United States Marshals Service</u> ("Customer") with an address for the purposes of this Agreement at 600 Army Navy Drive, Arlington, VA 22202. ChoicePoint and Customer may be hereinafter jointly referred to as "Parties" or may be individually referred to as a "Party."

Because the Parties will be participating in mutual discussions relating to plans, products, or services which are presently unannounced, which may require disclosure of information considered confidential and/or a trade secret by the Parties, each Party agrees to keep such information strictly confidential and such information is subject to the following conditions concerning non-disclosure of such Confidential Information and/or Trade Secrets:

The Parties hereby agree to the following:

Trade Secrets shall be defined as they are defined under applicable law. Each Party shall hold the Trade Secrets of the other Party in trust and confidence for so long as the other Party is entitled to protection of rights in such Trade Secrets under applicable law.

Confidential Information shall mean all information (including software, data and information regarding services, systems, and products) obtained by a Party from the other Party, which relates to the research and development and business activities of the Party disclosing the information, past, present, and future (including but not limited to, oral information, conclusions, drafts, and associated materials) except such information as: (1) may be publicly disclosed by the Party disclosing the information either prior to or subsequent to the receipt of such information by the receiving Party; (2) shall become generally known in the trade through no fault of the receiving Party; (3) may be lawfully disclosed to the receiving Party by a third person to this Agreement who has lawfully acquired the Confidential Information; or (4) was independently developed by the receiving Party. The receiving Party agrees to hold all such Confidential Information in trust and confidence for the Party disclosing the information for a period of 3 years, and, during that period, except as may be authorized in writing by the Party disclosing the information, not to disclose to any person such Confidential Information.

Each Party shall make use of such Confidential Information and/or Trade Secrets solely for the purpose for which it was disclosed and shall disclose such Confidential Information and/or Trade Secrets only to those of its employees who have a need to know in order to accomplish the purposes for which such information was acquired, and such employees shall be informed of this Agreement, and if requested to do so by the Party disclosing the information, required to sign this Agreement as well. If any Party, or any employee of any Party, or anyone acting with the consent of any Party, either expressly or impliedly, breaches this Agreement, the Party whose information is improperly disclosed shall have the right, in addition to any other remedies which may be available to it, to injunctive relief enjoining any such acts or attempts to breach this Agreement, it being acknowledged by the Parties that legal remedies are inadequate.

Upon termination of this Agreement or upon request by a Party, whichever occurs first, the other Party shall return immediately all Confidential Information and Trade Secrets of the requesting Party in its possession or in the possession of any of its employees. Within fifteen (15) days of such termination or request, the Party who had the Confidential Information and/or Trade Secrets in its possession or in the possession of any of its employees shall certify in writing to the owner of the Confidential Information and/or Trade Secrets that all additional copies, in any form, have been destroyed.

Each Party agrees to participate in the discussion under the above conditions regarding the following specific Confidential Information and/or Trade Secrets that may be disclosed or may have been disclosed:

Any and all information, whether conveyed orally or in writing, regarding the development, testing, and distribution of ChoicePoint proprietary that applications using two-way pager technology.

B	er	$\mathcal{D}\mathcal{V}$	2	2			
Name	, / .	\bigcirc		Δ.	1		

Title ChoicePolint

Organization H D O 1 xp

Date

Name Supervisory Inspector

U.S. Marshals Service

Company / 17/00

ChoicePoint



United States Marshals Service ATTN: Lance O. Jackson 600 Army Navy Drive CS III Arlington, VA 22202-4210

April 20, 1999

Mr. Lance O. Jackson:

Reference our conversation earlier today, ChoicePoint respectfully requests the following language be inserted into paragraph 1. On page two of Amendment #1 (M0001) to contract MS-99-C-0031.

The language we ask to be inserted is in italics to the original proposed language:

1. The Contractor shall ensure that the collection and dissemination of any fugitive data or access to information be limited to qualified employees, subcontractors and third party data providers under normal business practice that are directly involved in providing service under the contract. Except as provided in this paragraph, the contractor shall not disseminate the USMS's fugitive data without prior written authorization from the Contracting Officer.

ChoicePoint is requesting this change to accurately reflect our business operations in providing services to the USMS. The original paragraph clearly states that we can only disseminate USMS information to qualified employees which does not accurately reflect the business processes to meet our obligation to the USMS as we discussed today. The last thing we want to do is appear difficult, but we take disclosure of information very seriously to not only protect ourselves, but to also protect our customers. Please let me know if this language is acceptable to the USMS

Sincerely.

Doug wagener

ChoicePoint Public Sector

IVIUU I		s	see blk 16	SC .	ISD Itr. 3		HASE REQ 9			I NO.	(IF APPLICAB	LE)
G. ISSULD BY U.S. MARSHA 600 ARMY NA SUITE 990 ARLINGTON, N	VY DRIVE	0	- management of the control of the c		7. ADMINISTER	RED"BY	(IF OTHER	THANTTE		ODE		
B. NAME AND ADDRESS	OF CONTRACTOR	(1)	Vo. street cour		del 1) 9	a. AMENDME	NT OF	SOLICITATIO	ON NO		
Choice Poin	t	and the second of the second o		A SECOND DESCRIPTION OF THE PROPERTY OF THE PR	A STATE OF THE STA		a. AMENDING	NI OF	SOLICITATIO	ONNO	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
8330 Boone Vienna	Blvd, Ste.850 VA	22182	Western 1		Section 1991 To the section of the s		B. DATED (S	-		2-	A CONTRACTOR OF THE PROPERTY O	
The second secon						x	MS-99				O	
CODE		FACILIT					1/28/9	99				
	11. THIS ITE			TO AMENDME								
MENT TO BE RECEIVE IN REJECTION OF YOU etter, provided each tele 2. ACCOUNTING AND APPR	UR OFFER. If by a egram or letter mai	virtue of this kes reference	amendment y	ou desire to chan	ge an offer alread	ly subm	itted, such cl	hange r	nay be mad	de by t	elegram or	
	13. THIS ITE	M APPLIE FIES THE PURSUANT	E CONTRA	CT/ORDER N	NO. AS DESC THE CHAN	RIBE	D IN ITEM TFORTH IN I	1 14. TEM 14			E CON-	
B. THE ABOVE NUME	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR	M APPLIE FIES THE PURSUANT T DER IS MODIFIED	E CONTRA TO: (S	CT/ORDER N Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR	THE CHAN	CRIBEI	D IN ITEM TFORTH IN I	1 14. TEM 14	ARE MADE		E CON-	
B. THE ABOVE NUME	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR	M APPLIS FIES THE PURSUANT TO DER IS MODIFIED FORTH IN INTERED INTO	E CONTRA TO: (S IED TO REFLECT ITEM 14, PURSUA PURSUANT TO A	CT/ORDER N Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR	THE CHAN	CRIBEI	D IN ITEM TFORTH IN I	1 14. TEM 14	ARE MADE		E CON-	
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER (Mutual	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Agreement of	M APPLIS FIES THE PURSUANT TO DER IS MODIFIED FORTH IN INTERED INTO	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUANT TO A DURSUANT TO A d authority) oth	CT/ORDER N Specify authority THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: parties	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43,103(8	CRIBEI	O IN ITEM TFORTH IN I	I 14. TEM 14	ARE MADE	fice,		fice
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER Mutual E. IMPORTANT	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Agreement of Contractor	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO Codification and Def be	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUA PURSUANT TO A d authority) oth is not,	CT/ORDER N Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF:	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(6) is required to s	CRIBEI GES SE B).	O IN ITEM TFORTH IN I	1 14. TEM 14 hanges	ARE MADE in paying offi	nies to	the issuing of	fice
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER (Mutual E. IMPORTANT:	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Agreement of Contractor	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO Codification and Def be	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUA PURSUANT TO A d authority) oth is not,	CT/ORDER N Specify authority THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: parties X	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(6) is required to s	CRIBEI GES SE B).	O IN ITEM TFORTH IN I	1 14. TEM 14 hanges	ARE MADE in paying offi	nies to	the issuing of	fice
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER Mutual E. IMPORTANT	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Agreement of Contractor	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO Codification and Def be	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUA PURSUANT TO A d authority) oth is not,	CT/ORDER N Specify authority THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: parties X	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(6) is required to s	CRIBEI GES SE B).	O IN ITEM TFORTH IN I	1 14. TEM 14 hanges	ARE MADE in paying offi	nies to	the issuing of	fice
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER (Mutual E. IMPORTANT:	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Agreement of Contractor	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO Codification and Def be	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUA PURSUANT TO A d authority) oth is not,	CT/ORDER N Specify authority THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: parties X	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(6) is required to s	CRIBEI GES SE B).	O IN ITEM TFORTH IN I	1 14. TEM 14 hanges	ARE MADE in paying offi	nies to	the issuing of	fice
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER (Mutual E. IMPORTANT:	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Agreement of Contractor	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO Codification and Def be	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUA PURSUANT TO A d authority) oth is not,	CT/ORDER N Specify authority THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: parties X	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(6) is required to s	CRIBEI GES SE B).	O IN ITEM TFORTH IN I	1 14. TEM 14 hanges	ARE MADE in paying offi	nies to	the issuing of	fice
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER Mutual E. IMPORTANT: 1. DESCRIPTION OF AN	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of material of the contractor) MENDMENT/MODIFI	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO DIditication and Def be	E CONTRA TO: (S IED TO REFLECT ITEM 14, PURSUA PURSUANT TO A a authority) oth is not, (6)	Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: Parties X Organized by UCF 3	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(F is required to section headings, in	CRIBEI GES SE B).	O IN ITEM TFORTH IN I (such as co	nd retu	in paying offi	oies to	the issuing of	
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER Mutual E. IMPORTANT DESCRIPTION OF AN	13. THIS ITE IT MODI ORDER IS ISSUED IN O. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of material agreement of the contractor) MENDMENT/MODIFIE Agreement of the contractor of the co	M APPLIE FIES THE PURSUANT TO DER IS MODIFIE SET FORTH IN INTERED INTO DIditication and Def be	E CONTRA TO: (S TED TO REFLECT ITEM 14, PURSUANT TO A TO authority) Oth is not, (G)	Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: Parties X Organized by UCF 3	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(F is required to s section headings, in	CRIBEI GES SE B). changed ND TITL	O IN ITEM TFORTH IN I (such as co	nd retuintract si	in paying offi	oies to	the issuing of	
B. THE ABOVE NUME appropriation data, C. THIS SUPPLEMEN D. OTHER Mutual E. IMPORTANT: DESCRIPTION OF AN See page 2	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E Contractor MENDMENT/MODIFIE Agreement of the contractor	M APPLIS FIES THE PURSUANT TO DER IS MODIFIED SET FORTH IN INTERED INTO DETAILS AND THE BETTER DETAILS AND THE BET	E CONTRA TO: (S TED TO REFLECT THEM 14. PURSUANT TO A d authority) ooth is not, (C)	Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: parties X Organized by UCF services in Item 9A or a	THE CHAN THE	changed	document a solicitation/co	nd retuintract si	in paying offi	oies to	the issuing of efeasible.)	RINT)
D. OTHER Mutual IMPORTANT I. DESCRIPTION OF AN See page 2	13. THIS ITE IT MODI ORDER IS ISSUED R NO. IN ITEM 10A. BERED CONTRACT/OR etc.) ITAL AGREEMENT IS E (Specify Type of machine) Contractor MENDMENT/MODIFIE Agreement of the contractor MENDMENT/MODIFIE Agree	M APPLIS FIES THE PURSUANT TO DER IS MODIFIED SET FORTH IN INTERED INTO DETAILS AND THE BETTER DETAILS AND THE BET	E CONTRA TO: (S TED TO REFLECT THEM 14. PURSUANT TO A d authority) ooth is not, (C)	Specify authority) THE ADMINISTRATIV ANT TO THE AUTHOR AUTHORITY OF: Parties X Organized by UCF 3	THE CHAN THE CHAN VE CHANGES RITY OF FAR 43.103(F is required to s section headings, in	changed	document a solicitation/co	nd retuintract si	in paying offi	oies to	the issuing of	RINT)

STANDARD FORM 30 Prescribed by GSA FAR (48 CFR) 53.243

Modification: M001

Contractor: Choice Point Business & Government Services

Contract: MS-99-C-0031 Services: Locator Services

Page 2 of 2

The purpose of this modification is to incorporate the following clauses and to implement guidelines/rules that will help ensure the proper transfer and dissemination of the U. S. Marshals Service's (USMS) fugitive data to the contractor.

Clauses to be incorporated:

FAR 52.224-1, Privacy Act Notification (Apr 1984) FAR 52.224-2, Privacy Act (Apr 1984)

- 1. The Contractor shall ensure that the collection and dissemination of any fugitive data or access to information be limited to those qualified employees that are directly involved in providing service under the contract. Except as provided in this paragraph, the contractor shall not disseminate the USMS's fugitive data without prior written authorization from the Contracting Officer.
- 2. The Contractor shall purge outdated fugitive data upon receipt of regular updates to the data and purge all of the fugitive data from its records at the conclusion of the USMS contract.

All other terms and conditions remain unchanged.

Boy and come see not of such the

्र किर नारा एवं प्रश्नेतामुन्त नार महाम्या भाषा स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन

High 30 trans. Nam's store outing oper best

S.W. W. Colors, Springer, S. W. W. S.

The state of the state of

in internal and in the memory, although to course end

HOWERS participated with a strong course of a constraint of the co

Society of commence and the effect of more decions.

to adjecting at the 48 stategeration or based them the

oth Freight Next boorniss day annon

Challetter Commence of WAS IN WAITING Charactering and in the

Citair.

ा अरुद्धान भाग महत्रात्र

in the included and the proposed our Consequence of the Consequence of

in of the production with mind sund

Four Polices Saver Prelighe Up to a broadless day service to a service the contract of the Paragraph of the contract of the co

of the control of the State of the drows the forence of the control of the contro

San Asserted Activities Activities of the Course of the Co

A STATE OF PROPERTY OF THE STATE OF THE STAT

The ferring in the contract of Services of the service of the servi

our p'root Serves Guife.



ChoicePoint"

CDB Infotek Changes Name to ChaicePoint Questions/Answers

October 20, 1999

Who is ChoicePoint?

- For almost 100 years, ChoicePoint has been providing customers with decision-making intelligence. We've grown-from
 the nation's premier provider of data-to the insurance industry to the leading source of information that helps corporations,
 governments and individuals make smarter choices. Today, through the identification, retrieval, storage, analysis and
 delivery of data, ChoicePoint helps its customers make better, more timely and more informed business decisions.
- With over \$400 million in annual revenues, ChoicePoint is headquartered outside of Atlanta and has over 3,500 employees
 in more than 40 locations around the United States. ChoicePoint shares are traded on the New York Stock Exchange under
 the symbol CPS.

How does CDB Infotek fit with ChassePoint's business?

- ChoicePoint has a technological and operating model that already incorporates the vast amount of CDB Infotek data and information within multiple products and across several key industry segments.
- ChoicePoint plans to utilize CDB Infotek resources for future growth in a multitude of new products and business
 applications within current and emerging markets.
- In today's challenging business environment an increasing dependence on access to timely information has brought to the
 forefront the issues of security, privacy and accuracy of databased information. ChoicePoint will continue to follow all
 conventions and regulations prescribed by the IRSG and FCRA. The integrity of our data and its ethical use remain our
 highest priorities.

Why change the name?

 Increase recognition in our markets of the combined strength of the two businesses, and the full exploitation of the synergies this combination offers in terms of data, technology and risk management expertise.

What does it mean to me as a customer?

- Brings intellectual and physical resources and capital to the business from a financially sound, publicly traded parent
 company. For example, by leveraging the technological capabilities and capital commitment within ChoicePoint, we are
 developing new Internet and Internet-based information solutions for customers.
- No changes in management will be made as a result of the name change, thus providing a seamless integration of service and solution offerings for the current ChoicePoint and CDB Infotek representatives.
- Helps us help you grow your business.

Will I continue dealing with the same people under the ChoicePoint name at I do today under the CDE infetor manual

Yes. Your current sales representative will continue to be your primary contact, and the customer service department will
remain available under its current operating hours.

Will the phone numbers or addiesses change?

No. The phone numbers you use today will remain as they are. The addresses of the CDB Infotek headquarters and your
company representatives will not change.

What about the names of CDB inforek products such as CDB for Windows or CDB4Web? Will they change?

The names of the products and services you use today may change over the next 12 months. But be assured, you
will be notified far in advance of any changes, and any such name change will not affect the quality of the service
you receive.

Will the billing terms change?

 No. The billing cycle and payment terms will not be affected by the name change. The only change you may notice will be a different logo on your invoice.