



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 7/24/2025

**File ID:** TMP-5736

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**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and LexisNexis Risk Solutions FL, Inc.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000

**City Cost Amount:** \$ 34,500 annually

**Total Cost:** \$ 34,500 annually

**Special Circumstances:**

**Grant Funded:** \$ 0.00

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

One year contract allowing the Police Department to use the Lexis Nexis software program.

**RESOLUTION NO. 25 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Services Agreement by and between the City of Huntsville and LexisNexis Risk Solutions FL Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Services Agreement Between The City of Huntsville and LexisNexis Risk Solutions FL Inc.”, consisting of twenty-five (25) pages, and the date of July 24, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 24<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 24<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama



# LexisNexis® Risk Solutions Master Terms & Conditions - Government



These LexisNexis Risk Solutions Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of July 24, 2025 (the "**Effective Date**"), by and between LexisNexis Risk Solutions FL Inc. ("LNRSFL"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and City of Huntsville, Alabama ("Customer"), with its principal place of business located at 815 Wheeler Avenue, Huntsville, Alabama 35801

each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LNRS Services under these Master Terms (collectively referred to as "**LN**").

**WHEREAS**, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

**WHEREAS**, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

**WHEREAS**, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

**NOW, THEREFORE**, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

## 1. SCOPE OF SERVICES/CUSTOMER CREDENTIALING.

Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

## 2. RESTRICTED LICENSE. LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN

Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as



defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: [www.lexisnexis.com/terms/risksupp](http://www.lexisnexis.com/terms/risksupp), Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in



any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **HIPAA.** Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) **Economic Sanctions Laws.** Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) **Software.** To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights,

(b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost,



stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer

may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under



applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the



LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

**INDEMNIFICATION.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

15. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; use and protection of LN Services; payment for the LN Services; audit; LN's use and

ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

16. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to



Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions. Customer shall have the right to immediately terminate this Agreement upon LN's modification under this Section 22.

23. **PRIVACY.** (i) With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>. (ii) To the extent that LN or Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum available at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply (collectively, the "**DPA**"). LN may change such terms only to the extent that such change is required to comply with the Data Protection Laws, as defined therein, or does not have a material adverse impact on Customer's rights or obligations.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of,

the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or



different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.



### AUTHORIZATION AND ACCEPTANCE OF TERMS

**I HEREBY CERTIFY** that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

Signature

Print Name

Title

Dated

\_\_\_\_\_  
Tommy Battle

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
07/24/2025 (mm/dd/yy)



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

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

**I. Public Safety Data Exchange Database**

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
  - a. LN agrees to provide PSDEX information to Customer.
  - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
  - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
  - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
  - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
  - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
  - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
  - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
  - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
  - f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.



Name: Ronnie Dickey

Title: Police Administration Manager

Address: 815 Wheeler Avenue  
Huntsville, AL 35801

Phone: 256-427-5501

Fax: 256-427-7003

Email: ronnie.dickey@huntsvilleal.gov

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

## **II. General Terms**

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

**Customer will not provide a de-identified subset of its data to third parties (initials \_\_\_\_\_).**

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful



code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

#### **AUTHORIZATION AND ACCEPTANCE**

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

**Required:** Customer ORI number (Originating Agency Identifier): AL0470100

**CUSTOMER:** City of Huntsville, Alabama

**Signature:** \_\_\_\_\_

**Print:** Tommy Battle

**Title:** Mayor

**Date:** July 24, 2025



## **Exhibit A**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

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

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

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

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

#### **1.00 Definitions**

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

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

#### **2.00 Responsibilities of the Contracting Government Agency.**

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

#### **3.00 Responsibilities of the Contractor.**

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

#### **4.00 Security Violations.**

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

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

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

#### **5.00 Audit**

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

#### **6.00 Scope and Authority**

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

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



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

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

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

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



July 14, 2025

**LexisNexis® Risk Solutions**

**SCHEDULE A**  
**Accurant Virtual Crime Center**  
**Online (Subscription)**

Customer Name: HUNTSVILLE POLICE DEPT  
Billgroup #: ACC-7027099  
LN Account Manager: Joe Houston

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurant Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning August 1, 2025 (the "Term"). This Schedule A will not renew. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ACCURINT VIRTUAL CRIME CENTER FEES**

**2.1 Subscription Fees:** Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN \$34,500.00 ("AVCC Annual Subscription Fee") in exchange for unlimited use of Accurant Virtual Crime Center, Accurant for Law Enforcement (as further described in Section 2.2) and Accurant for Law Enforcement Mobile.

**2.2 Accurant for Law Enforcement Subscription:** All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

**2.3 Accurant for Law Enforcement Premium Features:** Email Search Premium, Real Time Phones and Virtual Identity Search & Report, including when these features are report components.

**2.4 Jail Booking Search & Report Option:** Access to the Jail Booking Search & Report features are included in the AVCC Annual Subscription Fee. The Jail Booking Search & Report data provided under this Schedule A shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking Search & Report shall be based solely on data gathered by Customer pursuant to its own internal investigations.

**2.5 Features Not Included:** The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

|   |
|---|
| Advanced Sexual Offender Search                                 |
| Bankruptcy Docket Sheet   |
| Bankruptcy Documents  |
| Canadian Phones   |
| Comprehensive Healthcare Business and Provider Report           |
| Court Search Wizard   |
| Dun & Bradstreet Global Market Identifiers                      |
| Dun & Bradstreet Search and Report                              |
| DE Corporation Search and Report                                |
| FCRA Credit Reports   |
| Flat Rate Comprehensive Healthcare Business and Provider Report |



July 14, 2025

|                                     |
|-------------------------------------|
| InstantID Q&A                       |
| Law Enforcement Location Report     |
| News Searches                       |
| Online Batch Services               |
| OSHA Investigative Reports Search   |
| Property Deed Image                 |
| Provider Report Card                |
| Provider Sanction Search and Report |
| Provider Search and Report          |
| Real Time Person Search             |
| SEC Filings                         |
| Workplace Locator                   |
| XML                                 |

***LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.***

**2.6 Fee Increases:** At the end of each Year, all fees herein will be increased 5.00%.

**2.7 Amounts Payable:** Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

### **3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **July 28, 2025**.

### **4. CLOUD SERVICES**

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

### **5. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

**AGREED TO AND ACCEPTED BY: HUNTSVILLE POLICE DEPT**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tommy Battle

Mayor

July 24, 2025



July 14, 2025

**Accurant for Law Enforcement**  
(Updated March 20, 2025)  
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

| PRICE SCHEDULE (Subscription)  |         |
|--|---------|
| ACCURINT FOR LAW ENFORCEMENT FEATURES  | PRICE   |
| Advanced Motor Vehicle Search  | \$0.00  |
| Advanced Person Search   | \$0.00  |
| Automated Valuation Model (AVM) Report   | \$0.00  |
| Associates ("Next Steps")  | \$0.00  |
| Bankruptcies, Liens & Judgments Search   | \$0.00  |
| Bankruptcy Search  | \$0.00  |
| Bankruptcy Report  | \$0.00  |
| Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable) | \$0.50  |
| Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)           | \$0.20  |
| Boolean Search   | \$0.00  |
| Business Credit  | \$0.00  |
| Business Credit Report   | \$0.00  |
| Business Search  | \$0.00  |
| Businesses In The News (not discountable)  | \$5.00  |
| Canadian Phones  | \$0.40  |
| Civil Courts Search (Report Included)  | \$0.00  |
| CLIA Report  | \$0.00  |
| Concealed Weapons Permit   | \$0.00  |
| Corporation Filings (Report Included Except In Delaware)   | \$0.00  |
| Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)                         | --      |
| -County Civil Lower & Upper Court - 7 Year (not discountable)                                      | \$35.00 |
| -County Civil Lower & Upper Court - 10 Year (not discountable)                                     | \$40.00 |
| -County Criminal - 7 Year (not discountable)   | \$25.00 |
| -County Criminal - 10 Year (not discountable)  | \$30.00 |
| -Federal Division Civil - 7 Year (not discountable)  | \$16.00 |
| -Federal Division Civil - 10 Year (not discountable)   | \$25.00 |
| -Federal Division Criminal - 7 Year (not discountable)   | \$16.00 |
| -Federal Division Criminal - 10 Year (not discountable)  | \$25.00 |
| -Statewide Criminal (not discountable)   | \$24.00 |
| Criminal Records   | \$0.00  |
| Criminal Records Report  | \$0.00  |
| DEA Controlled Substances License Search   | \$0.00  |
| Death Records  | \$0.00  |
| Death Records Report   | \$0.00  |
| Delaware Corporations (not discountable)   | \$1.00  |
| Delaware Corporations Report (not discountable)  | \$11.00 |



July 14, 2025

|  |        |
|--|--------|
| Disclosed Entity Service   | \$0.00 |
| Driver Licenses  | \$0.00 |
| Dun & Bradstreet Global Market Identifiers Search  | \$3.75 |
| Dun & Bradstreet Search (not discountable)   | \$0.25 |
| Dun & Bradstreet Report (not discountable)   | \$3.75 |
| Email Search Premium (not discountable)  | \$0.40 |
| FAA Aircraft (Report Included)   | \$0.00 |
| FAA Pilots (Report Included)   | \$0.00 |
| Federal Civil Court Records Search   | \$0.00 |
| Federal Criminal Court Records Search  | \$0.00 |
| Federal Firearms & Explosives  | \$0.00 |
| Federal Employer ID Numbers (FEIN)   | \$0.00 |
| Fictitious Business Name   | \$0.00 |
| Foreclosures Search (Report Included)  | \$0.00 |
| Hunting/Fishing Licenses   | \$0.00 |
| InstantID Q&A (charged per search)   | \$1.30 |
| Law Enforcement Location Report (charged per search)   | \$1.00 |
| Liens & Judgments  | \$0.00 |
| Liens & Judgments Report   | \$0.00 |
| Marriages / Divorces Search  | \$0.00 |
| Motor Vehicles Search  | \$0.00 |
| Motor Vehicles Report  | \$0.00 |
| MVR Wildcard Search  | \$0.00 |
| National UCC Filings (Report Included)   | \$0.00 |
| NCPDP (National Council for Prescription Drug Programs) Search   | \$0.00 |
| NCPDP (National Council for Prescription Drug Programs) Report   | \$0.00 |
| Neighbors ("Next Steps")   | \$0.00 |
| NPI Data Search  | \$0.00 |
| NPI Report   | \$0.00 |
| Official Records Search (Report Included)  | \$0.00 |
| OSHA Investigative Reports Search  | \$1.00 |
| Passport Validation  | \$0.00 |
| People At Work Search  | \$0.00 |
| People In The News (not discountable)  | \$5.00 |
| Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price) | --     |
| -1 - 50  | \$0.00 |
| -51 - 250  | \$0.00 |
| -251 - 500   | \$0.00 |
| -501 - 1,000   | \$0.00 |
| -1,001 - 5,000   | \$0.00 |
| -5,001 - 25,000  | \$0.00 |
| -25,001 - 100,000  | \$0.00 |
| Professional Licenses (Report Included)  | \$0.00 |
| Property Deed Search   | \$0.00 |



July 14, 2025

|   |        |
|---|--------|
| Property Assessment Search  | \$0.00 |
| Property Assessment Report  | \$0.00 |
| Property Deed Report (excluding Deed Image)   | \$0.00 |
| Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)  | \$8.00 |
| Property Search (Property Assessments, Deeds & Mortgages)   | \$0.00 |
| Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)   | \$0.00 |
| Provider Search   | \$0.25 |
| Provider Report   | \$5.00 |
| Provider Report Card (charged per search)   | \$5.00 |
| Provider Sanction Search (charged per search)   | \$0.25 |
| Provider Sanction Report  | \$5.00 |
| Real Time Person Search (charged per search)  | \$3.50 |
| Real Time Phone Search  | \$0.50 |
| Relatives ("Next Steps")  | \$0.00 |
| Relatives, Neighbors & Associates ("Next Steps")  | \$0.00 |
| Relavint Visual Link Analysis (Per Diagram)   | \$0.00 |
| Satellite Image Search  | \$0.00 |
| SEC Filings Search  | \$3.50 |
| Sexual Offenders (Report Included)  | \$0.00 |
| USA Patriot Act   | \$0.00 |
| Virtual Identity Search & Report  | \$2.00 |
| Voter Registrations   | \$0.00 |
| Watercraft  | \$0.00 |
| Watercraft Report   | \$0.00 |
| WorkPlace Locator (not discountable)  | \$3.50 |
| <b>Reports</b>  |        |
| Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.   | \$0.00 |
| Business Link Report  | \$0.00 |
| Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft. | \$0.00 |
| Additional Report Options:  | --     |
| -Real Time Phone Search (not discountable)  | \$0.50 |
| Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).   | \$0.00 |
| Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.   | \$0.00 |



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| Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.                   | \$0.00 |
| Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)   | \$0.00 |
| Additional Report Options:   | --     |
| -Bankruptcy  | \$0.00 |
| -Businesses At Address   | \$0.00 |
| -Concealed Weapons Permit Search   | \$0.00 |
| -Criminal Records Search   | \$0.00 |
| -Criminal Records Report   | \$0.00 |
| -Driver Licenses At Address  | \$0.00 |
| -Hunting/Fishing License Search  | \$0.00 |
| -Liens And Judgments   | \$0.00 |
| -Motor Vehicles Registered At Address  | \$0.00 |
| -Neighborhood Profile (2010 Census)  | \$0.00 |
| -Neighbors At Address  | \$0.00 |
| -Property Ownership Current / Previous   | \$0.00 |
| -Sexual Offenders Search (Report Included)   | \$0.00 |
| Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)  | \$0.00 |
| Additional Report Options:   | --     |
| -Associated Businesses   | \$0.00 |
| -Associated People   | \$0.00 |
| -Bankruptcy  | \$0.00 |
| -Business Registrations  | \$0.00 |
| -Corporation Filings   | \$0.00 |
| -Dun & Bradstreet Records (not discountable)   | \$3.75 |
| -FAA Aircraft  | \$0.00 |
| -IRS 5500  | \$0.00 |
| -Liens and Judgments   | \$0.00 |
| -Motor Vehicles  | \$0.00 |
| -Properties  | \$0.00 |
| -UCC Filings   | \$0.00 |
| -Watercraft  | \$0.00 |
| Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary) | \$0.00 |
| Additional Report Options:   | --     |
| -Associates  | \$0.00 |
| -Bankruptcy  | \$0.00 |
| -Criminal Records  | \$0.00 |
| -DEA Controlled Substances License Search  | \$0.00 |
| -Driver Licenses Information   | \$0.00 |
| -Email Search Premium (not discountable)   | \$0.40 |
| -Federal Firearms & Explosives License Search  | \$0.00 |



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| -Liens And Judgments   | \$0.00  |
| -Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)   | \$0.00  |
| -Neighborhood Profile (2010 Census)  | \$0.00  |
| -Neighbors (Up To 6 Neighbors At 10 Different Addresses)   | \$0.00  |
| -People At Work  | \$0.00  |
| -Phones Plus   | \$0.00  |
| -Professional Licenses (Report Included)   | \$0.00  |
| -Properties  | \$0.00  |
| -Real Time Phone Search (not discountable)   | \$0.50  |
| -Real Time Vehicle Registrations (charged per search) (not discountable)   | \$3.50  |
| -Relatives (Up to 3 Degrees of Separation)   | \$0.00  |
| -Sexual Offenders  | \$0.00  |
| -Supplemental Data Sources   | \$0.00  |
| -UCC Filings   | \$0.00  |
| Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)                            | \$10.00 |
| Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information) | \$0.50  |
| Additional Report Options:   | --      |
| -Associated Businesses   | \$1.00  |
| -Associated People   | \$1.00  |
| -Bankruptcy (charged per search)   | \$1.00  |
| -Business Phone Matches  | \$0.25  |
| -Business Registrations  | \$0.25  |
| -Corporation Filings   | \$1.00  |
| -Dun & Bradstreet Records (not discountable)   | \$3.75  |
| -FAA Aircraft  | \$0.25  |
| -IRS 5500  | \$0.00  |
| -Liens And Judgments (charged per search)  | \$0.25  |
| -Motor Vehicles  | \$0.75  |
| -Properties  | \$1.00  |
| -Sanctions   | \$0.50  |
| -UCC Filings   | \$0.50  |
| -Verification  | \$0.75  |
| -Watercraft  | \$1.00  |
| Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)                            | \$6.00  |
| Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)            | \$0.50  |
| Additional Report Options:   | --      |
| -Additional Deceased Data Sources  | \$0.00  |
| -Associates  | \$0.00  |
| -Bankruptcy (charged per search) (not discountable)  | \$0.25  |
| -Business Address Summary  | \$0.25  |
| -Business Affiliations   | \$0.50  |
| -Business Phone Matches  | \$0.25  |



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| -DEA Licenses  | \$0.25 |
| -Degrees   | \$0.00 |
| -Education   | \$0.50 |
| -Group Affiliations  | \$0.50 |
| -GSA Sanctions (charged per search)  | \$0.50 |
| -Hospital Affiliations   | \$0.50 |
| -Liens And Judgments (charged per search)  | \$0.25 |
| -Medical Licenses (charged per search)   | \$1.00 |
| -Possible Criminal Records (charged per search)  | \$0.25 |
| -Professional Licenses (charged per search)  | \$1.00 |
| -Sanctions (Disciplinary) (charged per search)   | \$0.50 |
| -Sexual Offenses (charged per search)  | \$1.00 |
| -Specialties   | \$0.00 |
| -Verification  | \$0.75 |
| <b>Online Batch</b>  |        |
| Advanced Person Search   | \$0.50 |
| Deceased Person  | \$0.25 |
| Address (Single)   | \$0.13 |
| Address (Multiple)   | \$0.16 |
| Reverse Phone Append (not discountable)  | \$0.10 |
| Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)   | \$0.23 |
| Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple) | \$0.25 |
| Waterfall Phone with Address (single)  | \$0.25 |
| Waterfall Phone with Address (multiple)  | \$0.30 |
| Address and/or Phone Confirmation (per input) (single)   | \$0.03 |
| Address and/or Phone Confirmation (per input) (multiple)   | \$0.04 |
| Phones Plus  | \$0.50 |
| Real Time Phone Search   | \$0.50 |
| Real Time Motor Vehicle Registrations  | \$1.50 |
| Property - Add Up To Five Properties Owned By The Subject  | \$1.00 |
| Consumer InstantID   | \$0.65 |
| Consumer InstantID With Fraud Defender   | \$0.95 |
| Consumer InstantID With Red Flags Rule   | \$0.90 |
| Multiple = 2 Or More Phones/Addresses Returned   | --     |



July 14, 2025

## Accurant for Law Enforcement Mobile

(Updated March 20, 2025)

(Plan 44)

| PRICE SCHEDULE  |        |
|---|--------|
| FEATURES  | PRICE  |
| Advanced Motor Vehicle Search   | \$0.00 |
| Advanced Person Search  | \$0.00 |
| Business Search   | \$0.00 |
| Motor Vehicles Search   | \$0.00 |
| Motor Vehicles Report   | \$0.00 |
| Phones Plus   | \$0.00 |
| Property Search (Property Assessments, Deeds & Mortgages)   | \$0.00 |
| Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)   | \$0.00 |
| Real Time Phone Search  | \$0.00 |
| <b>Reports</b>  |        |
| Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft. | \$0.00 |
| Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)  | \$0.00 |
| Additional Report Options:  | --     |
| -Bankruptcy   | \$0.00 |
| -Businesses At Address  | \$0.00 |
| -Concealed Weapons Permit Search  | \$0.00 |
| -Criminal Records Search  | \$0.00 |
| -Criminal Records Report  | \$0.00 |
| -Driver Licenses At Address   | \$0.00 |
| -Hunting/Fishing License Search   | \$0.00 |
| -Liens And Judgments  | \$0.00 |
| -Motor Vehicles Registered At Address   | \$0.00 |
| -Neighborhood Profile (2010 Census)   | \$0.00 |
| -Neighbors At Address   | \$0.00 |
| -Property Ownership Current / Previous  | \$0.00 |
| -Sexual Offenders Search (Report Included)  | \$0.00 |
| Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)   | \$0.00 |
| Additional Report Options:  | --     |
| -Associated Businesses  | \$0.00 |
| -Associated People  | \$0.00 |
| -Bankruptcy   | \$0.00 |
| -Business Registrations   | \$0.00 |



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|  |        |
|--|--------|
| -Corporation Filings                         | \$0.00 |
| -Dun & Bradstreet Records (not discountable) | \$3.75 |
| -FAA Aircraft                                | \$0.00 |
| -IRS 5500                                    | \$0.00 |
| -Liens and Judgments                         | \$0.00 |
| -Motor Vehicles                              | \$0.00 |
| -Properties                                  | \$0.00 |
| -UCC Filings                                 | \$0.00 |
| -Watercraft                                  | \$0.00 |



July 9, 2025

Ronnie Dickey  
Huntsville Police Department  
815 Wheeler Ave NW  
Huntsville, AL 35801

Dear Ronnie,

LexisNexis® is providing this written proposal detailing the purchase of the proposed services agreement for the Huntsville Police Department. The pricing in this quote is valid for **90 days** from the date above.

## LexisNexis Risk Solutions

### Recommended Package

The following is the recommended package with pricing to upgrade to LexisNexis Risk Solution's premier criminal investigations solution, Accurint Virtual Crime Center.

| Item   | Annual Cost     |
|--|-----------------|
| Accurint Virtual Crime Center (unlimited ID's & usage)             | \$34,500        |
| Interfaces: RMS, CAD, Offender, LPR, Crash                         | Included        |
| Accurint LE & Accurint LE+   | Included        |
| Jail Booking Data Search   | Included        |
| Training - All Solutions   | Included        |
| <b>Enterprise Accurint Virtual Crime Center Bundle Annual Cost</b> | <b>\$34,500</b> |

Please feel free to reach out to me at your earliest convenience to discuss this opportunity. As always, we appreciate your business and look forward to servicing Huntsville Police Department well into the future.

Sincerely,

Joe Houston  
636.438.8746