

END USER LICENSE AGREEMENT (FOR IPHONE)

By downloading, installing or using this application or any portion thereof ("Application"), you agree to the following terms and conditions (the "Terms and Conditions") with the proprietor of the Application (the "Company").

1. USE OF APPLICATION

a. The Company grants you the non-exclusive, non-transferable, limited right and license to install and use this Application solely and exclusively for your personal use. The license granted is limited to your use of the Application on any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in the Apple, Inc. ("Apple") App Store Terms of Service.

b. You may not use the Application in any manner that could damage, disable, overburden, or impair the Application (or servers or networks connected to the Application), nor may you use the Application in any manner that could interfere with any other party's use and enjoyment of the Application (or servers or networks connected to the Application).

c. You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which the Company may suffer) of any such breach.

d. The Company and you acknowledge that these Terms and Conditions are concluded between the Company and You only, and not with Apple, Inc.. The Company and you, not Apple, are solely responsible for the Application and the content thereof.

2. PROPRIETARY RIGHTS

You acknowledge that (a) the Application contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) Company and/or third parties own all right, title and interest in and to the Application and content, that may be presented or accessed through the Application, including without limitation all Intellectual Property Rights therein and thereto. Any information, including photographs, notes or tips ("Forwarded Information") that is forwarded by user to Company will be removed automatically from

user's phone when sent to Company for forwarding to the applicable Fusion Center or other law enforcement agency. Once forwarded, user will be deemed, and does hereby, assign to the applicable Fusion Center and/or the other law enforcement agencies working with such Fusion Center all right, title and interest in and to such Forwarded Information, including all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application for any purpose, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application, (iii) use the Application to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter the Company's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application.

3. MAINTENANCE AND SUPPORT The Company is solely responsible for providing any maintenance and support services with respect to the Application, as specified in these Terms and Conditions, or as required under applicable law. The Company and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

4. THE COMPANY'S PRIVACY POLICY The only personal information that Company will ask you to provide is your name and phone number ("Personal Information"), both of which are stored on the sign up portion of the Application. If you send a picture tip or note using the Application, Company will route the data including the name and number you provide to the appropriate law enforcement

agency, including a Fusion Center. After delivery of tip, the information (including your Personal Information) will be removed from Company's server. Company will not share your Personal Information with advertisers or any third parties for marketing purposes.

Company does not knowingly collect any Personal Information from children under 13 that can be used to specifically identify them and Company does not permit persons under the age of 13 to use the Application. The Application is a general audience service not geared toward children.

Company may disclose information about the Application's users (including Personal Information) if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to:

- Respond to a legal process (e.g., subpoenas, court orders)
- Respond to claims that any content provided by a user violates the rights of third parties
- Enforce these Terms and Conditions
- Protect the rights, property or personal safety of Company, its users or the general public

We may also share your Personal Information with:

- Our affiliates to help detect and prevent potentially illegal acts and provide relevant information.
- Service providers under contract who help with our business operations.
- Law enforcement or other governmental officials, in response to a verified request relating to a criminal investigation or alleged illegal or unlawful activity. In such events, Company will disclose information relevant to the investigation, including without limitation, name, telephone number, IP address and fraud complaints.
- Law enforcement as agreed to by you in these Terms and Conditions.

5. U.S. GOVERNMENT RESTRICTED RIGHTS

This Application, related materials and documentation have been developed entirely with private funds. If the user of the Application is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Application, including technical data or manuals, is restricted by the terms, conditions and covenants contained in these Terms and Conditions.

In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, use of the Application is further restricted by these Terms and Conditions.

6. EXPORT RESTRICTIONS

The Application may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international export laws and regulations. These laws include restrictions on destinations, end users, and end use.

7. TERMINATION

These Terms and Conditions will continue to apply until terminated by either you or the Company as set forth below. You may terminate these Terms and Conditions at any time by permanently deleting the Application from your mobile device in its entirety. Your rights automatically and immediately terminate without notice from the Company or any Third Party if you fail to comply with any provision of these Terms and Conditions. In such event, you must immediately delete the Application.

8. INDEMNITY

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Application, including your downloading, installation, or use of the Application, or your violation of these Terms and Conditions.

9. DISCLAIMER OF WARRANTIES

a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE DISCRETION AND RISK AND THAT THE APPLICATION IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND.

b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

c. THE COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE APPLICATION. THE FOREGOING DISCLAIMERS ALSO SHALL APPLY TO ANY LIABILITY OF APPLE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

d. THE APPLICATION IS NOT INTENDED FOR USE AS AN EMERGENCY COMMUNICATION SYSTEM OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, SUCH AS "911". IN THE EVENT OF AN EMERGENCY, CONTACT 911 DIRECTLY.

e. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE FOR THE APPLICATION TO YOU, IF APPLICABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE THE COMPANY'S SOLE RESPONSIBILITY.

f. The Company and you acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12. LIMITATION OF LIABILITY
YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS ARE NOT LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE APPLICATION, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR MOBILE DEVICE, WHETHER OR NOT THE COMPANY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. SOME JURISDICTIONS DO NOT ALLOW EXCLUDING OR LIMITING IMPLIED WARRANTIES OR LIMITING LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS HAVE SPECIAL STATUTORY CONSUMER PROTECTION PROVISIONS, WHICH MAY SUPERSEDE THESE LIMITATIONS. AS A RESULT, THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU IF PROHIBITED BY LAW.

13. The Company and you acknowledge that the Company, not Apple, is responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

14. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

15. MISCELLANEOUS

a. These Terms and Conditions constitute the entire agreement between you and the Company relating to the Application and govern your use of the Application, and completely replace any prior or contemporaneous agreements between you and the Company regarding the Application.

b. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to the Company.

c. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms and Conditions without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.

d. The rights granted in these Terms and Conditions may not be assigned or transferred by you without the prior written approval of the Company. You are not permitted to delegate your responsibilities or obligations under these Terms and Conditions without the prior written approval of the Company.

e. These Terms and Conditions and your relationship with the Company under these Terms and Conditions will be governed by the internal substantive laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions.

f. You and the Company agree to submit to the exclusive jurisdiction of the courts, state and Federal, located in Pittsburgh, Pennsylvania, United States of America to resolve any legal matter arising from these Terms and Conditions. Notwithstanding this, you agree that the Company will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

g. Any questions, complaints or claims with respect to the Application should be directed to the Company: My Mobile Witness, Inc., 201 Penn Center Blvd, Suite 400, Pittsburgh, PA 15235; E-mail: contact@mymobilewitness.net;

h. The Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.