

## Memorandum of Understanding

This Agreement is made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("University") and the Georgia Bureau of Investigations ("GBI").

Whereas, the University has entered into an Order Agreement with Cognos Corporation to purchase software; and

Whereas, the aforementioned software is beneficial to both the University and GBI in their joint projects; and

Whereas, the parties have agreed that the aforementioned software will be hosted on a GBI server for the use and benefit of both parties;

Now, therefore the parties agree as follows:

1.     Software

University agrees to loan to GBI the software fully described in the Order Agreement entered into between the University and Cognos Corporation effective March 28, 2008 attached to this Agreement as Exhibit A ("Software").

2.     Use

- a. The parties agree that the Software may be used by either party, and by other scholars, not affiliated with either party, in conducting research related to crime analysis, provided that such scholars are approved by the parties and have knowledge of operating the Software.
- b. The parties agree to use the Software in accordance with the terms of use for the Software contained in the Cognos General Software License, Support and Services Terms attached to this Agreement as Exhibit B. The parties shall comply with all applicable federal, state and local statutes, rules and regulations governing the use, operation or maintenance of the Software.

3.     Termination

- a. Either party may terminate this Agreement upon thirty (30) days written notice to other party.
- b. At the termination of this Agreement, GBI shall return the Software to the University in as good condition as existed at the commencement of the term. GBI will be responsible for delivery of the Software to the University including any associated costs.

4. Fee

The University licensed the Software from Cognos Corporation and paid the license fee set forth in Exhibit A, which included support services for the first year of the license. GBI will be responsible for paying to Cognos Corporation the annual support fees, necessary to maintain the Software thereafter, and will include, at least the renewal of 10 Advanced Business Author Named Users and 2 Cognos BI Administrators. GBI will not be responsible for paying annual support fees in excess of \$5,000.00, unless it determines in its sole discretion otherwise. GBI will be responsible for maintaining the Software and any necessary hardware needed to use the Software. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation of GBI as of that moment. The determination of GBI as to the occurrence of the events stated herein shall be conclusive.

5. Assignment

GBI agrees not to sell, assign, lease, pledge or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Software or to remove the Software from its hardware without the University's prior written consent. GBI agrees not to assign, lease or pledge this Software during the term of this Agreement.

6. Ownership

The Software is, and shall at all times remain, the property of the University. GBI shall have no right, title or interest therein.

7. Severability

In any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

8. Entire Agreement; Modification

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

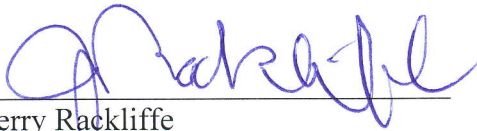
9. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Georgia, which shall be the forum for any lawsuits arising from or incident to this Agreement.

10. Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

Board of Regents of the University  
System of Georgia by and on behalf  
Of Georgia State University



Jerry Rackliffe  
Vice President for Finance and  
Administration

6/11/08

Date

Georgia Bureau of Investigation



Vernon Keenan  
Director  
Georgia Bureau of Investigation

5-29-08

Date