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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

PUBLIC ENGINES, INC., a Delaware
 Corporation,

Plaintiff,

vs.

REPORTSEE, INC., a Delaware
 Corporation,

Defendant.

**SUPPLEMENTAL DECLARATION OF
 GREG WHISENANT**

Case No. 2:10-cv-317

Honorable Tena Campbell

I, Greg Whisenant, hereby declare under penalty of perjury as follows:

1. I am an individual resident of the State of Utah, over the age of majority, and competent in every respect to make this declaration. The statements contained in this declaration are based on my own personal knowledge, except for statements explicitly made on the basis of information and belief. As to statements made on information and belief, I am reliably informed and believe such matters to be true.

2. I am currently employed as the Chief Executive Officer of plaintiff Public Engines, Inc. ("Public Engines"). In that capacity, I am responsible for the company's strategic direction and overall performance, including its relationships with law enforcement agencies that enter into contracts with Public Engines. I also have knowledge of the crime mapping industry as a whole.

3. I submit this declaration to supplement my declaration in this matter dated April 9, 2010, and to respond to certain issues raised by Defendant ReportSee, Inc. ("ReportSee") in the Declaration of Mark Colin Drane and Defendants' Memorandum Opposing Plaintiff's Motion for Preliminary Injunction, both dated May 14, 2010.

4. There are a number of different private companies and individuals who compete in the area of crime mapping. In addition to CrimeReports.com and SpotCrime.com, The Omega Group operates crimemapping.com, which claims to have contracts with hundreds of law enforcement agencies across the country. Our other competitors include raidsonline.com, operated by Bair Software, MyNeighborhoodUpdate.net from Corona Solutions, and MapNimbus.com. Public Engines also competes with some law enforcement agencies that operate their own crime mapping websites for the communities they serve, such as the Los Angeles Police Department, which uses a contractor called E-Policing that also sells crime mapping.

5. Public Engines' contracts with its customers are not exclusive arrangements. Law enforcement agencies that use Public Engines' Publisher software and associated services are free to contract with other software vendors to install similar programs to extract crime report data from their Computer Aided Dispatch ("CAD") and Records Management Systems

("RMS"). Fort Worth, Texas, for example, operates both Public Engines' Publisher software, as well as software developed by The Omega Group which extracts crime report data from CAD and RMS systems and displays it on The Omega Group's crimemapping.com website.

6. Public Engines' contracts with its customers also do not require that the customers refrain from providing crime report data to anyone other than Public Engines. On the contrary, Public Engines' agreements with its customers make clear that the data contained in the law enforcement agencies' CAD and RMS systems is owned by the law enforcement agency, not Public Engines. Public Engines' agreements with its customers only restrict the disclosure of De-Identified Data, which is the output from the operation of Public Engines' proprietary Publisher software program and associated services.

7. Public Engines' has a standard form contract, Terms of Service, with each of its law enforcement customers. This standard contract was attached as Exhibit 1 to the Complaint in this case. Public Engines customizes its contracts with "Order Forms" specific to each agency. These order forms are referenced in the Terms of Service. Public Engines did not produce a sample of the order forms referenced in the Terms of Service because the order form is available in its complete form and without restriction on the CrimeReports.com website. Public Engines' standard form of contract and all amendments were produced in discovery.

8. It is my understanding and belief that ReportSee has systematically contacted law enforcement agencies across the country via email requesting that they provide crime report information. Based on communications with our customers and emails that they have forwarded to us, it appears that when ReportSee learns that the agency is a customer of Public Engines, it sends a scripted demand that the agency provide ReportSee with the same data feed that the agency sends to Public Engines; that is, the De-Identified Data that is the output from the operation of our Publisher software program. As ReportSee increasingly was making demands on our customers, our customers would often contact us to obtain our input. Based on these communications, and as demonstrated in multiple communications with our customers and with

ReportSee, it appeared to me that ReportSee either did not understand or was choosing deliberately to ignore the nature of our relationship with our customers.

9. By the fall of 2009, numerous customers had contacted Public Engines complaining about the difficulties they were having in dealing with ReportSee. Because this harassment was damaging our business and our relationships with our customers, I concluded that we had no choice but to address it. My preference was to address it directly with ReportSee and avoid involving our customers. In an effort to do so, in late October 2009, I personally contacted Colin Drane, ReportSee's CEO, by telephone, as explained in paragraphs 43 and 44 of my prior declaration. As I explain there, that effort failed; Mr. Drane refused to meaningfully discuss the matter and ultimately hung up on me.

10. The harassment of our customers continued. Because Mr. Drane had refused to address the issue directly, and because it was causing a great deal of concern to our customers, I believe we had no choice but to address it with our customers. I felt that it was important to communicate directly with our customers to ensure that they obtained the full benefit of their contracts with us. We prepared general information to send to our customers to help them deal with ReportSee's demands. A copy of this communication is attached as Exhibit 1. I advised our customers to raise with ReportSee the same issues that I had unsuccessfully attempted to address with Mr. Drane. Public Engines did not instruct the agencies to withhold information from the agencies that the agencies were obligated to provide. We did tell our customers that while they would need to make their own determinations regarding applicability of public records access laws, Public Engines did not believe – and does not believe – that these laws require the agencies to give ReportSee access to any data feed, including the data feed from the Publisher software, which is what ReportSee was demanding.

11. Because the problem continued to grow and ReportSee refused to address it, Public Engines also prepared general information on the subject that it provided to new customers in the event they too were harassed by ReportSee's employees. A copy of this communication is attached as Exhibit 2. All of this was provided as educational information to

protect Public Engines' business and mitigate the damages caused by ReportSee's harassment of Public Engines' customers.

12. We do not claim that ReportSee lacks the right to obtain crime report data from police agencies or elsewhere, nor do we challenge ReportSee's right to compete with Public Engines. ReportSee, however, should not be permitted to take data from our servers and sell that data in competition with us to third parties, and ReportSee should not be permitted to harass our customers with demands that would require them to violate their agreements with us.

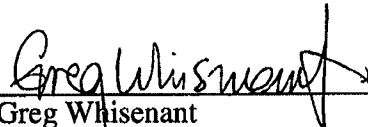
13. ReportSee's opposition memorandum and Mr. Drane's declaration mischaracterize the technical features of our software and our relationship with our law enforcement customers, suggesting that these agencies somehow control our business. That is wrong. Our customers do not control our business.

14. Our software and associated services do contain an "Admin Tool," which is a feature that is important to some of our law enforcement customers. Because the gathering of crime report data from a police agency through our software is largely an automated process, there is always the possibility for error. Publishing erroneous or misleading crime information could create significant public safety concerns. As a result, the Admin Tool in our software gives the agency the ability to correct errors in the crime reports that are published on CrimeReports.com. Particular incidents can be removed if, for example, the law enforcement agency later determines that no crime occurred.

15. Giving law enforcement agencies the ability to ensure the accuracy of the crime report data shown on CrimeReports.com is entirely appropriate. Many of our customers feature a widget on their own webpage that provides access to crime report information we publish for their communities. Because these widgets provide access to CrimeReports.com through the law enforcement agencies' website, they naturally have an interest in making sure that the data we present is accurate. But by no means does this give a law enforcement agency the ability to control how we do business.

I hereby affirm that the foregoing information is truthful under penalty of perjury of the laws of the United States.

DATED this 25 day of May, 2010.



Greg Whisenant

CERTIFICATE OF SERVICE

I certify that on the 25th day of May, 2010, a true and correct copy of the Supplemental Declaration of Greg Whisenant has been served by United States mail and by email on the following:

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