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DISTRICT OF UTAH
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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.

**STIPULATED PERMANENT
INJUNCTION**

Case No. 2:10-cv-317

Honorable Tena Campbell

Plaintiff Public Engines, Inc. (“Public Engines”), defendant ReportSee, Inc. (“ReportSee”), and Colin, Inc., an owner or affiliate of ReportSee, have entered into a settlement of the claims in the above-captioned matter, one requirement of which is the entry of a Stipulated Permanent Injunction, which the Court now enters.

Based on the papers filed in this case and the parties’ stipulation, the Court finds:

1. The Court has subject matter jurisdiction over this case and personal jurisdiction over the parties and over Colin, Inc. Venue is proper in this district.

2. There is good cause to enter this Stipulated Permanent Injunction.

Based on the foregoing, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Public Engines is hereby granted a permanent injunction on the terms set forth herein.

2. ReportSee, Colin, Inc., and those individuals and entities identified in paragraph 3 below (collectively referred to as the “Enjoined Parties”) are hereby permanently enjoined and restrained as follows:

a. The Enjoined Parties shall not access or extract information from Public Engines’ CrimeReports.com website or any associated computer servers, directly, indirectly, or through any third party, including all widgets and related services, by means of any scraper, indexer, robot, harvesting bot, spider, or similar program or device.

b. The Enjoined Parties shall not make any commercial use whatsoever of any crime report data that they obtain or which they know has been obtained from or through Public Engines’ CrimeReports.com website or any associated computer servers or widgets including, without limitation, crime report data that appears or has appeared on the CrimeReports.com website. The foregoing shall not prohibit

the Enjoined Parties from publishing crime report data that they have obtained from sources other than Public Engines, CrimeReports.com, or the computer servers or widgets associated with CrimeReports.com.

- c. The Enjoined Parties shall not contact or communicate with any law enforcement agency for which Public Engines has installed or in the future installs software, programs, or related services (the "Publisher") for the purpose of obtaining or attempting to obtain the data feed or output from the Publisher. The Enjoined Parties shall not (i) advise law enforcement agencies in substance or effect that the Enjoined Parties have the right to obtain the data feed or output from the Publisher, (ii) ask or demand that such law enforcement agencies share such Publisher program output with them, or (iii) threaten administrative or legal action against such agencies for declining to provide the Enjoined Parties with the data feed or output from the Publisher. The foregoing shall not prohibit the Enjoined Parties from requesting that law enforcement agencies provide them with crime report data or information other than the data feed or output from the Publisher.
- d. With respect to the Enjoined Parties' collections of websites, widgets, and other services, including SpotCrime.com and mylocalcrime.com, the Enjoined Parties shall permanently delete any crime report data that the Enjoined Parties obtained from Public Engines' CrimeReports.com website or any associated computer servers or widgets.

3. This Stipulated Permanent Injunction shall be binding on: (a) all those who receive actual notice of it by personal service or otherwise, (b) all of ReportSee's and Colin, Inc.'s officers, agents, servants, employees, contractors, and attorneys, and (c) any other persons who are in active concert or participation with ReportSee, Colin, Inc., or their officers, agents, servants, employees, contractors or attorneys. Without limitation to the foregoing, this

Stipulated Permanent Injunction shall also be binding on any existing or future business entity in which an Enjoined Party serves as an officer or director or in which the Enjoined Party owns, directly or indirectly, a controlling interest.

4. This Stipulated Permanent Injunction shall be effective upon entry by the Court, shall remain in effect permanently, and this Court shall retain jurisdiction to enforce it.

5. In any proceedings to enforce the terms of this Stipulated Permanent Injunction, Public Engines shall be entitled to an award of its attorney fees and costs incurred therein if it prevails in any such proceeding.

DATED this 6 day of December, 2010.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "Tena Campbell".

Honorable Tena Campbell
United States District Court Judge