

MINNESOTA – DataMaster DMT Software Request

The DataMaster DMT and its predecessor instruments are now owned by Intoximeters, Inc. of St. Louis, Missouri. In the case of DMT instruments sold to law enforcement customers in the State of Minnesota, Intoximeters will release the source code to an expert witness of a party to an ongoing criminal action involving the specific instrumentation for which the source code is requested, on the terms and conditions described as follows when the requesting party:

1. Obtains a specific finding by the court in which his/her criminal action is pending that the DataMaster DMT source code is essential to the requesting party's case for a legitimate, non-competitive purpose;
2. executes the non-disclosure agreement acceptable to Intoximeters, Inc.;
3. obtains a protective order for the software with terms and conditions acceptable to Intoximeters, Inc. from the court or administrative body in which the criminal action is pending;
4. has disclosed a qualified expert to which the software will be disclosed and provided his written agreement to be bound by the non-disclosure agreement and protective order; and
5. pays the associated costs and engineering fee in connection with the disclosure

This software is proprietary and for security reasons we insist that a protective order, be in place prior to each release. Each release only applies to the case for which it is released, and can be used for no other purposes or cases. Each copy of the software is uniquely identified. Intoximeters will take whatever legal action is necessary to protect it and to recover damages for any violation of the protective order and/or non-disclosure agreement.

There is a charge of \$500.00 for our services, plus \$25.00 for the EPROM, if applicable in each case. These costs must be sent with your completed and signed protective order, prior to production of the material.

The following can be provided directly to the disclosed expert, for the expert's eyes only:

1. a CD Disc that contains the software used in the compilation procedure for the DMT. This will be the version used in the State of Minnesota.
2. You will receive an EPROM if applicable, programmed for the above version. It will need to be used to compare the contents of the software. It can also be used to verify operation if you have a DataMaster in which to install it.
3. Intoximeters will not furnish the software in hard copy. You or your examiners can print all or only the portions of code of interest quite readily from the disc and there will be no question that it is the same. Please note if the code is printed, it is protected and remains our property. It must be returned or destroyed upon conclusion of the proceedings.
4. There are elements of the complete software code that Intoximeters cannot furnish because it does not have the intellectual property legal rights to do so. Thus, only Intoximeters-owned code would be contained on the media you receive. A competent expert should have no difficulty employing appropriate tools to properly link the code.
5. Your examiners may or may not want other documentation to use during evaluation of the software. These needs vary according to the capabilities of the people you choose to work with and it is not possible to guess what these may be. All reasonable requests will be considered once they decide what they might need.

According to the nondisclosure agreement, Intoximeters has the right to comment to you regarding any findings made by your examining experts. In our experience, the examining experts tend not to have adequate skill in the science and technology employed in our instruments, which results in patently incorrect conclusions. Rather than allowing erroneous factual testimony to be presented to the courts, we are willing to help your experts to understand portions of the software with which they cannot be expected to be familiar.

If you wish to move forward, please email your request to admininquiry@intox.com.