

# MAINTENANCE CONTRACT QUOTATION

**Party Number :** 4888  
**Customer Name :** Kittitas County Sheriff's Office  
**Contract Number :** 021766

**Date:** Jun 8, 2017

**Quote To:**

**Paula Hctor**  
**Kittitas County Sheriff's Office**  
 205 W 5th Ave,  
 Ellensburg, WA- 98926  
 509 - 962-7617  
 paula.hctor@co.kittitas.wa.us

**Billing Address:**

**Customer: Kittitas County Sheriff's Office**  
**Address 1:** 307 W. Umptanum Rd,  
**City, State, ZIP :** ELLENSBURG, WA - 98926

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
1	930164-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, GUARDIAN V, USB, FW, NG, DEVICE ONLY, DOMESTIC. In Accordance with Attached Maintenance Plan	Aug 1, 2017	Jul 31, 2018	37.79	460.80

**Type of Equipment**

Line Number	Description
1	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSMS ON DESKTOP - TAA

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
2	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS. In Accordance with Attached Maintenance Plan	Aug 1, 2017	Jul 31, 2018	24.60	300.00

**Type of Equipment**

Line Number	Description
1	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSMS ON DESKTOP - TAA

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
3	950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE. In Accordance with Attached Maintenance Plan	Aug 1, 2017	Jul 31, 2018	8.20	100.00

**Type of Equipment**

Line Number	Description
1	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSMS ON DESKTOP - TAA

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
4	930158-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC. In Accordance with Attached Maintenance Plan	Aug 1, 2017	Jul 31, 2018	24.60	300.00





## CMT ADVANTAGE

### EQUIPMENT MAINTENANCE PLAN

**Equipment Eligibility:** The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Maintenance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Crossmatch prior to the Equipment being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Equipment. If the result of the audit indicates the Equipment is ineligible for Maintenance, Crossmatch will indicate what changes to the Equipment are required to make the Equipment eligible. The audit and any required changes to the Equipment are a billable service at the hourly and material rates in effect at the time the service is ordered. This Maintenance Plan shall not apply to any software, purchaser-furnished equipment or software, third party software or End User-furnished equipment.

**Fees and Charges:** The prices for the Maintenance Plan can be found in the Crossmatch Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Crossmatch that are outside the scope of the Maintenance Plan are billable to Purchaser at Crossmatch's hourly and material prices in effect at the time of service.

**Technical Support:** This Maintenance Plan provides Purchaser with post-warranty remedies for Equipment defects. To obtain service under this Maintenance Plan, Purchaser must contact the Crossmatch Customer Care Center. Purchasers may report any defects in the Equipment by contacting Crossmatch's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Crossmatch will ship replacement equipment no later than the next business day to locations in the United States. Crossmatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Crossmatch certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Crossmatch's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Crossmatch. All data and/or personally identifiable information on any Crossmatch Equipment or parts thereof, in either case, replaced or repaired by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSSMATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSSMATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

**Exclusions:** Crossmatch shall incur no liability under this Maintenance Plan and is voidable by Crossmatch if in Crossmatch's sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Crossmatch); (e) the Equipment is installed or used in combination or in assembly with Equipment not supplied or authorized by Crossmatch; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Equipment has not been timely made.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Crossmatch Sales at 866-725-3926. For an additional charge (Part #930158) Maintenance Plan covers third party peripheral equipment (such as laptops and printers) that were purchased from Crossmatch in conjunction with the purchase of the Crossmatch Equipment.

Crossmatch's obligations hereunder are contingent upon your providing the Equipment serial number as proof-of-purchase, and upon Crossmatch's determination that the suspected malfunction is actually due to defects in material or workmanship.

**THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.**

Crossmatch reserves the right to improve/modify Equipment at any time, at its sole discretion, as it deems necessary. The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.



## CROSSMATCH ADVANTAGE SOFTWARE MAINTENANCE PLAN

1. **SCOPE OF COVERAGE.** The following sets forth the terms and conditions under which Cross Match Technologies, Inc., and its affiliates, including but not limited to DigitalPersona, Inc. (collectively, "**Crossmatch**"), will provide maintenance services ("**Maintenance Plan**"). Each Maintenance Plan is for a period of twelve (12) months.

2. **MAINTENANCE SERVICES.** Subject to the terms of this Maintenance Plan and Purchaser's payment of all Maintenance fees Crossmatch will provide the following:

2.1. **Maintenance.** Crossmatch will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each a "**defect or issue**"). Crossmatch will receive Purchaser's reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Purchaser, Crossmatch will deliver to Purchaser, as made commercially available by Crossmatch, bug fixes, maintenance updates and Major Releases for the Software ("**Updates**"), which will thereafter be considered "Software". As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. At its expense and as deemed appropriate by Crossmatch in its sole discretion, Crossmatch will furnish Purchaser with revised Documentation (including release notes identifying each change) with each Update.

2.2 **Resolution.** Except as otherwise expressly set forth herein, Crossmatch will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Crossmatch intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue. Purchaser acknowledges that in order to perform Maintenance, Crossmatch may require access to and a copy of code in Purchaser's possession (or that of Purchaser's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Purchaser agrees to provide access, assistance and information to Crossmatch as required to resolve defects or issues with the Software.

2.3 **Other Defects and Issues.** If Purchaser reports a defect or issue with the Software that is scheduled by Crossmatch to be addressed in a later Update, Crossmatch may address such defect or issue in such Update. Purchaser agrees to pay Crossmatch at Crossmatch's standard rates for all effort expended towards resolution of any defect or issue which is later determined to result from any cause other than an error or issue in the Software.

## 3. SUPPORT LINES.

3.1 **First Line Support.** Purchaser shall establish and maintain the organization and processes to provide first line support directly to any of Purchaser's customers and/or end users. Crossmatch shall have no obligation to provide any first line support to Company's customers and/or end users. First line support shall include: (a) a direct response to Company's customers and/or end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

3.2 **Second Line Support.** Crossmatch shall maintain the organization and processes necessary to provide second line support for the Software to Purchaser. Such second line support shall be provided to Purchaser only if, after reasonable commercial effort, Purchaser is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of Purchaser. Crossmatch shall have no obligation to provide second line support directly to any of Company's customers and/or end users. In order to assist Crossmatch in providing such second line support, Purchaser will provide Crossmatch with the ability to access Purchaser's computer platforms which utilize the Software (including but not limited to access to configuration information and error logs) and provide assistance to Crossmatch in order to facilitate Crossmatch's use of remote administration tools relating to the Software. Second line support will be provided primarily through web-based support services and through telephone support in English utilizing VOIP or direct dial voice connection toll free in the United States and Canada at (866)276-7761, internationally at +1-561-622-9210 or by email at [CMCC@crossmatch.com](mailto:CMCC@crossmatch.com).

## 4. WARRANTY.

4.1 **Limited Warranty.** Crossmatch represents and warrants that the Maintenance provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that Purchaser's sole and exclusive remedy and Crossmatch's sole and exclusive obligation for a breach of the foregoing warranty shall be for Crossmatch to re-perform such Maintenance in accordance with the foregoing warranty.

4.2 **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, ALL DELIVERABLES AND SERVICES PROVIDED BY CROSSMATCH PURSUANT TO THIS MAINTENANCE PLAN ARE PROVIDED "AS IS", AND CROSSMATCH AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY

KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CROSSMATCH AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR MAINTENANCE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE MAINTENANCE OR THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. COMPANY ACKNOWLEDGES THAT CROSSMATCH IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CROSSMATCH, INCLUDING ITEMS SUPPLIED OR SERVICES PERFORMED BY COMPANY.

5. SERVICE LIMITATIONS. The Maintenance does not include, nor will Crossmatch be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Software not performed or recommended by Crossmatch; (b) any use of the Software on a system that does not meet Crossmatch's minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Crossmatch; (d) any configuration of the Software (or hardware configurations) other than as recommended by Crossmatch; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Company's failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alternation from any cause whatsoever (including but not limited to computer virus); (i) upgrades or changes in the computer platform's hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by Purchaser's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any files prior to providing them to Crossmatch. All data and or personally identifiable information received by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

6. MAINTENANCE FEES AND PAYMENT. Payment of Maintenance fees are due annually in advance. This Maintenance Plan is a final sale and is not refundable. In the event that Maintenance is discontinued or suspended, to reinstate or renew Maintenance, Crossmatch reserves the right to charge Maintenance fees for the interim period during which Maintenance was discontinued or suspended.

7. TERM AND TERMINATION. This Maintenance Plan shall remain in effect for one (1) year from the Delivery Date. Purchaser may terminate this Maintenance Plan if Crossmatch materially breaches the terms of this Maintenance Plan and such breach remains uncured for thirty (30) days after written notice, in which case Purchaser's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent maintenance fee paid by Purchaser to Crossmatch multiplied by a fraction, the numerator of which is the number of whole months remaining in the then current maintenance period and the denominator of which is twelve (12). The expiration or termination of this Maintenance Plan shall not terminate or otherwise affect the Agreement.

**CREDIT CARD AUTHORIZATION FORM**  
*We Accept: Visa, MasterCard, and American Express*

Date: \_\_\_\_\_

By signing this form you confirm you are an authorized agent to commit on your company's behalf and therefore you are authorizing Cross Match Technologies, Inc. to charge your company's credit card for this amount in addition to any applicable sales tax.

If your company is a tax exempt entity please provide your tax exemption certificate.

Company Name: \_\_\_\_\_

Invoice/SO #: \_\_\_\_\_

Amount Authorized: \$ \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Sec Code: \_\_\_\_\_

Credit Card Complete Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Please email receipt to: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_



# CAMAS Request: #39803

## Crossmatch contract

*Please review Crossmatch contract. Our current contract expires at the end of July.*

*Thank you,*

*Paula*

**Priority:** 3. Soon

**Due date:** 6/26/2017 5:00:00 PM

**Assigned To:** Doug Mitchell

**Status:** Closed

**Time:** 45 minutes

### Additional details:

**For:**

**Email:**

**Also notify:** None

**File(s) attached:** 39803 - Crossmatch contract.pdf, Crossmatch contract 2017.pdf

**Categories:** Sheriff

### Request History:

Updated by PA:

Resolution:

I presume that the total cost for this is substantially lower than the replacement cost, so that if the equipment failed, we would be much better off WITH than WITHOUT the maintenance plan.

Note all of the conditions related to swapping out equipment, including packing, possible data file transfers, removal of our data, etc. Note that any such data will be erased by Crossmatch, so if you don't transfer to storage and remove, it will be lost.

Also note all of the exclusions - pretty standard, but you need to at least consider them. Also covers only defects in materials or workmanship; something is probably ordinary wear and tear/age etc related will not be.

Good news is that to a significant extent, Crossmatch will address bugs, fixes, and upgrades to the software, and appears to set a pretty rapid standard for at least starting to address any problems. It also appears that at least for some maintenance purposes, Crossmatch will need/use remote access to the equipment to address problems. I presume this would be internet link or telephone access. I am almost certain that this means that this equipment cannot be connected to the county network, as outside access of this type is at best disfavored if not completely prohibited by IT. To the extent that there is such a connection, IT needs to sign off on it. DO not treat this as optional.

All that said, it is a contract and approved as to form.

Status has changed from **Open** to **Closed**.

Doug Mitchell spent Crossmatch contract **40 minutes** on this request.

Doug Mitchell 6/12/2017 4:44:52 PM

Updated by PA:

Request has been reassigned from to **Doug Mitchell**.

Due date has changed from **6/26/2017** to **6/26/2017**.

Angela Bugni spent Crossmatch contract **5 minutes** on this request.

Angela Bugni 6/12/2017 1:23:33 PM

### Request created:

Please review Crossmatch contract. Our current contract expires at the end of July. Thank you,  
Paula

Paula Hctor 6/12/2017 11:32:14 AM