



Dear Cross Match Customer:

This is your quotation for maintenance contract renewal.
It is important that you verify your serial number for accuracy.

Cross Match quotations for live scan system maintenance contract renewals are sent based on the serial number of the fingerprint or palm print scanner at the time of expiration. Customers with multiple scanners may receive several notices from our automated system throughout the year. For questions, or for a customized, comprehensive quotation, please contact us at: maintenancecontracts@crossmatch.com. We will need your company name, contact, phone and the serial numbers of all your scanners.

The renewal process is simple: If your company has credit terms, SIGN and DATE the quote page and return it by FAX to (561) 622-9938 prior to the expiration date (or FAX a signed Purchase Order accompanied by quote). The Accounting Office will issue Credit Customers an invoice based on signature or PO. If paying by Credit Card (MasterCard/VISA), attached to this quote find our credit authorize form. Fill out form completely, sign and FAX it to (561) 828-7717. If you do not feel comfortable adding your card number on the form please fill out the form, sign, FAX back then call 561-630-0468 with the credit card number. The Accounting Office will issue Credit Card Customers a paid invoice with the charge receipt.

Maintenance Contract Benefits:

- § Unlimited repairs, all parts and labor covered by Cross Match for failures occurring under normal use. Avoid \$800 minimum repair charge applicable for units not under maintenance contract.
- § 24/7 help-desk telephone support. Most Software issues to be resolved via modem connection to customer system. Avoid \$200 hourly rate charge applicable for systems not under maintenance contract.
- § Twenty-four hour (next business day) cross ship to replace field unit if failure is hardware related. Avoid delay in shipping unit to Cross Match Headquarters for repair.
- § Agency-mandated software updates provided under maintenance. Avoid \$1,000 fee per update.
- § Cross Match pays all shipping costs. Avoid freight charges.

Please return your order for maintenance renewal by the expiration date to avoid a lapse in coverage after which time service calls will be at time/materials. For lapsed contracts, we require a remote technical audit at a fee of \$300 for ten-print and \$500 for palm-print to confirm your system (s) is operable prior to moving forward with a maintenance contract. If the audit reveals a need for repairs, they can be purchased at time/materials before the contract goes into effect. If systems are not kept under contract, systems older than three (3) years may require a computer upgrade.

The Customer Care Service Group Desk is toll free: 866-276-7761 or email: cmcc@crossmatch.com.

Cross Match provides on-site or campus training as well as remote training. Please let us know if you are interested in receiving a training quotation.

Special Notes:

GSA Contract: GS 35F-0199R; US Courts BPA USCA-05-C0198

Taxes are different in every state and are added to your invoice, if applicable, unless you fax current tax exempt certificate with your order.

For maintenance contract questions, contact us at: maintenancecontracts@crossmatch.com

Andres Munoz

Maintenance Contracts Administrator

561-624-5279

MAINTENANCE PLAN

Reference Purchase Order: _____

The undersigned hereby elects to purchase from Cross Match Technologies, Inc. ("Cross Match") the Maintenance Plan as described herein for the period of time specified on the applicable Purchase Order.

Product Eligibility: The contract period for the Maintenance Plan commences after the warranty ends. Products are eligible for a Maintenance Plan provided that the warranty has not expired. Any such Product deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Cross Match prior to the product being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Product. If the result of the audit indicates the Product is ineligible for Maintenance, Cross Match will indicate what changes to the Product are required to make the Product eligible. The audit and any required changes to the Product 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 product or interface customized by Cross Match to meet Purchaser's specific requirements. Purchaser-furnished equipment or software, third party software or End-User-furnished equipment is not eligible.

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

Technical Support: This Maintenance Plan provides Purchaser with post-warranty remedies for Product defects. To obtain service under this Maintenance Plan, Purchaser must contact the Cross Match Customer Care Center.

Hardware: Purchasers may report any defects in the hardware Products by contacting Cross Match'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, Cross Match will ship replacement equipment no later than the next business day. CrossMatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Cross Match 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 Cross Match's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser.

Software: In the event of the discovery of any software non-conformance, the Purchaser may report such alleged non-conformance to the Cross Match Customer Care Center. The Customer Care Center will work with the Cross Match-trained on-site caller to verify and resolve the problem. If unable to resolve the problem through telephone consultation, the Customer Care Center will remotely connect to the Purchaser's system through a Purchaser-provided data connection to perform advanced diagnosis and analysis. During the time of the remote data connection, the Purchaser must provide a voice telephone line for the on-site caller. If Cross Match is unable to resolve the problem through the remote data connection, then Cross Match, at its sole discretion, may dispatch a Cross Match technician for on-site diagnosis and analysis. If the problem is determined to be a defect in the Cross Match-supplied software, then the on-site work shall be provided free of charge and at no additional cost to the Purchaser. Cross Match will deliver a software correction to remedy the nonconformance. If the problem is determined not to be a defect covered for any reason under this Maintenance, then the on-site work may be billable.

Exclusions: The Maintenance Plan is voidable by Cross Match if in Cross Match's sole reasonable opinion: (a) the Product is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Product manual; (b) the Product is not maintained as specified in the product manual; (c) the Product 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 Product is modified or altered (unless expressly authorized in writing by Cross Match); (e) the Product is installed or used in combination or in assembly with products not supplied or authorized by Cross Match; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Product has not been timely made.

This Maintenance Plan does not provide additional hardware or computing platform software or its installation when required by Cross Match software supplied hereunder. If required, these may be obtained from Cross Match at the published prices in effect at such time.

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 Cross Match Sales at 866-725-3926. The Maintenance Plan does not cover third party peripheral equipment (such as laptops and printers) that is not provided by Cross Match.

Independent Contractor: Cross Match's services shall be furnished by the Cross Match as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant.

Regulations and Venue: This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas.

Modifications: Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

Waiver: A Party's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.

Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent permitted by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

Cross Match's obligations hereunder are contingent upon your providing the Product serial number as proof-of-purchase, and upon Cross Match'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 PRODUCT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Cross Match reserves the right to improve/modify products at any time, at its sole discretion, as it deems necessary.

The ID 2500 system is not eligible for the Maintenance Plan.

The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.

By signing this Agreement, Purchaser agrees to pay for the Maintenance Plan covering the Products set forth in the above referenced Purchase Order.

CROSS MATCH TECHNOLOGIES, INC.

PURCHASER:

By: [Signature]
Name: Andres Munoz
Title: Maintenance Contracts Administrator

Kittitas County Sheriff's Office
Name of Purchaser

By: Gene Dana
Name: [Signature]
Title: Sheriff