MAINTENANCE CONTRACT QUOTATION

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

Date: Jun 2, 2016

Quote To:

Paula Hoctor
Kittitas County Sheriff's Office
205 W 5th Ave,
Ellensburg, WA- 98926
509 - 962-7617
paula.hoctor@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, 2016	Jul 31, 2017	36.86	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, 2016	Jul 31, 2017	24.00	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, 2016	Jul 31, 2017	8.00	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, 2016	Jul 31, 2017	24.00	300.00

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

Contract Amount	$1,253.66

If tax exempt, please supply copy of current tax exempt certificate. Cross Match will automatically charge tax on your invoice unless you supply copy of current tax exempt certificate with your order.

To renew your maintenance contract, fax signed copy of Quote or Purchase Order which references the Quote Number in the Body of the Purchase Order by date of expiration to Fax Number (561) 828-7717.
If not renewing, check this box and return by fax. ☐

Contract Renewal Offered by:

Gwenn Huson
Maintenance Contracts Administrator
Phone: 650-474-4010
Email: Gwenn.Huson@CrossMatch.com
Date : Jun 2, 2016

Contract Accepted by: [signature]
Print Name: Gene Dana
Date: 7-15-2016

Customer Name : Kittitas County Sheriff's Office

Scanner Serial Number(s) Confirmation:

Customer Notes /Comments (Please use the space below to update address and contact information.)

CROSSMATCH™

CMT ADVANTAGE

EQUIPMENT MAINTENANCE PLAN

Equipment Eligibility: The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Mainte nance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment de emed 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 Maintenanc e, 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 Mai ntenance Plan shall not apply to any software, purchaser- furnished equipment or software, third party software or End User-furnish ed 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 p urchased. Services requested by Purchaser and delivered by Crossmatch that are outside the scope of the Maintenance Plan are billa ble 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 serv ice 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 n ational holidays. Once the defect is verified by Customer Care Center, Crossmatch will ship replacement equipment no later than th e next business day to locations in the United States. Crossmatch will also facilitate the return of the defective equipment. With cer tain 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 removi ng all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Crossmat ch. All data and or personally identifiable information on any Crossmatch Equipment or parts thereof, in either case, replaced repair ed 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 EXCL USIVE LIABILITY IN CONNECTION WITH YOUR CROSSMATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OT HER 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 cond itions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is s ubject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or a cts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Crossmatch); (e) the Equipment is in stalled or used in combination or in assembly with Equipment not supplied or authorized by Crossmatch; (f) there is a failure to foll ow 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 membran es, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Cross match Sales at 866-725-3926. For an additional charge (Part #930158) Maintenance Plan covers third party peripheral equipment (s uch 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 upo n 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 purch

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

CROSSMATCH™

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.

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 _____

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