

MORPHOTRUST USA, LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

MorphoTrust® TouchPrint™ Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in MorphoTrust USA, LLC's ("MorphoTrust") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by MorphoTrust are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to MorphoTrust's technical support staff to resolve unique problems.
- MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust's property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping

- expenses, duties, tariffs, taxes, and all other delivery related charges.
- MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An "Update" means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *MorphoTrust's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. MorphoTrust shall use its best efforts to have a MorphoTrust's field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by

SAFRAN MORPHOTRUST USA, LLC
AGREEMENT PAGE 1
TERM: 06/01/2016 TO 05/31/2018
AMOUNT : \$306,691.58

MorphoTrust USA T&Cs Monterey County

VENDOR GENERATED/ DEPT. VERIFIED
AGREEMENT

MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's *9/5 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's field service engineer at Customer's facility within eight (8) working hours from the time

the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's *Help Desk Maintenance Services* are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) MorphoTrust trained System manager on the Customer's System support staff during the term of such Services period contained in the

applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust's periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust's shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.] Upon Customer's request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have a MorphoTrust field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by MorphoTrust's Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust's then current rates and travel policies, respectively. Prior to dispatch of a MorphoTrust engineer, Customer shall provide MorphoTrust with a purchase order ("P.O."), complete MorphoTrust's P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration,

and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.

- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power

sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact MorphoTrust's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the

parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. LIMITED LICENSE TO UPDATES

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust's end user license for the MorphoTrust's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

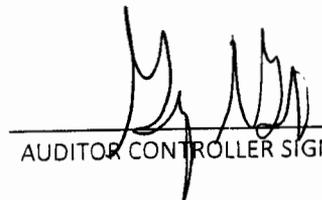
This Agreement shall be governed by and construed according to the laws of the Commonwealth of California, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.



CONTRACTS/PURCHASING 8/31/16
DATE



COUNTY COUNSEL SIGNATURE 8/15/16
DATE



AUDITOR CONTROLLER SIGNATURE 8-16-16
DATE

EXHIBIT-A

EXHIBIT-A

MONTEREY COUNTY SHERIFF'S OFFICE, hereinafter referred to as "County"

AND

SAFRAN MORPHOTRUST USA, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. This contract is a Cal ID funded contract, and encompasses equipment located in law enforcement departments within Monterey County. Monterey County serves as the lead agency for the grant and recipient of all funds, and therefore, performs all contracting services required by the grant.

Quote 12868-J1D5W7-7

One time upgrading of all machines, as indicated on the Quote.

Total not to exceed \$186,637.58

Quote 12027 Annual Maintenance – Machines as listed

Total for FY 2016-17 \$53,356.00

Total for FY 2017-18 \$53,356.00

Quote 12028 Annual Maintenance 24-7 Jail Machine

Total for FY 2016-17 \$4,171.00

Total for FY 2017-18 \$4,171.00

Equipment Relocation Allowance-Additional Training allowance

Allowance to allow for relocation of any machine within any department and for additional trainings as may be needed. Not covered in maintenance contract, so has to be added.

NTE \$5,000.00

Total Contract for 6-1-2016 to 5-31-2018 \$306,691.58

All paperwork and any reports required under this Agreement must be delivered to Nina Ryan, Monterey County Sheriff's Office, County's Contract Manager, in accordance with the schedule above.

SAFRAN MORPHOTRUST USA

TERM: 06/01/2016 TO 05/31/2018

AMOUNT: \$306,691.58

EXHIBIT-A

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$306,691.58 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Please refer to detailed quote for machines serviced under this contract and machines to be upgraded under this contract. Any additions to the contract must be approved by both the Remote Access Network Board and through Monterey County's contracting and accounts payable approval processes.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item. Monterey County's present rate of tax is 0.09125, as of contract signing.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, but service contracts cannot be prepaid for the upcoming year. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

SAFRAN MORPHOTRUST USA
TERM: 06/01/2016 TO 05/31/2018
AMOUNT: \$306,691.58

EXHIBIT-A

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

-----This area left deliberately blank -----

See pages following for Vendor generated/County verified list of machines for upgrading and maintenance.

Pages 4-7:	One time upgrade of machines + added sales tax
Pages 8-10:	Annual Maintenance of standard machines 2 years
Page 11:	Annual Maintenance of Jail Machine 24 hours a day 7 days a week – 2 years

SAFRAN MORPHOTRUST USA
TERM: 06/01/2016 TO 05/31/2018
AMOUNT: \$306,691.58



MorphoTrust USA
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

Customer Quotation

QUOTE # : 12868-J1D5W7 - 4
DATE: 06/13/2016
EXPIRES: 09/12/2016

Customer Information

ATTN:
CUST NAME: Monterey County Sheriff
 Phone: 831-755-3710
 Fax:
 Email: kelleyd@co.monterey.ca.us
ADDR: 1414 Natividad Road

 Salinas, CA 93906

Billing Information

ATTN: Diana Kelley
CUST NAME: Monterey County Sheriff
 Phone: 831-755-3710
 Fax:
 Email: kelleyd@co.monterey.ca.us
ADDR: 1414 Natividad Road

 Salinas, CA 93906
 United States

Shipping Information

ATTN: Diana Kelley
CUST NAME: Monterey County Sheriff
 Phone: 831-755-3710
 Fax:
 Email: kelleyd@co.monterey.ca.us
ADDR: 1414 Natividad Road

 Salinas, CA 93906
 United States

Sales Rep:

Name: Gary Newlin
 Phone: 952-442-8701
 Cell: 612-839-9639
 Fax: 952-945-3304
 Email: GNewlin@morphotrust.com

PAY TERMS: Net 30
CUST TYPE:

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TPE-5938UPG-ED Upgrade 3800XC & 3800XCH (-ED models only) full hand live scan cabinet booking station with 500 ppi 5000 Series 10 print deck; system must be Enterprise and under maintenance; no warranty is offered with the upgrade.	SL-LAWENF	EACH	6	\$5,400.00	\$32,400.00
TPE-COMX-NECFTP NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP Provides Support for NEC NATMS Protocol Communications Over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.	SL-LAWENF	EACH	6	\$0.00	\$0.00
47FRT	SL-LAWENF	EACH	6	\$75.00	\$450.00
FREIGHT CHARGE TP-IAT-CUSTOM	SL-LAWENF	EACH	6	\$1,020.00	\$6,120.00
Installation and Training; Custom Services: Installation and training services offered on a time and expenses basis. Quoted for customers whose livescan/field upgrade installation and training requirements necessitate custom quotation. Custom quotation includes on-site labor plus estimated travel and related expenses.	SL-LAWENF	EACH	6	\$0.00	\$0.00
TPE-CSTX-CA001 CALIFORNIA LIVE SCAN ENTERPRISE CUSTOMIZATION. TOTS: APP CRM IDN; CARDS: FD258-C/T FD249-C/T CA HAND-C/T; OTHER: TRANSMITS TO CADOJ NATMS; RETURN MSG: NO.	SL-LAWENF	EACH	6	\$0.00	\$0.00

VENDOR GENERATED/ DEPT. VERIFIED AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
 AGREEMENT EXHIBIT A, PAGE 04
 TERM: 06/01/2016 TO 05/31/2018
 AMOUNT : \$306,691.58

TPE-WIN7-DESKTOP	SL-LAWENF	EACH	6	\$1,328.00	\$7,968.00
TPE-WIN7-DESKTOP - Upgrade live scan station to Windows 7 operating system; system must be TouchPrint Enterprise and under maintenance; no warranty is offered with the upgrade. Includes new desktop PC with TouchPrint Enterprise. Must be ordered with applicable jurisdiction customization and other software installed on previous Windows XP system.					
TPE-5600-ED	SL-LAWENF	EACH	4	\$18,520.00	\$74,080.00
TouchPrint 5600 500ppi standard definition palm, slap, and roll live scan booking system. Includes: TP-5300 scanner, TouchPrint™ Enterprise application software with slap to roll matching, and PC running Windows in a ruggedized stand-alone cabinet with 24" deck. 1 year help desk warranty included.					
5600-TPE-ED-W95	SL-LAWENF	Year	4	\$926.00	\$3,704.00
First year warranty upgrade to 9/5 coverage for the TPE-5600 500ppi enhanced definition live scan booking system					
TPE-CSTX-CA001	SL-LAWENF	EACH	4	\$160.00	\$640.00
CALIFORNIA LIVE SCAN ENTERPRISE CUSTOMIZATION. TOTS: APP CRM IDN; CARDS: FD258-C/T FD249-C/T CA HAND-C/T; OTHER: TRANSMITS TO CADOJ NATMS; RETURN MSG: NO.					
TPE-CSTX-CAPALM	SL-LAWENF	EACH	4	\$4,320.00	\$17,280.00
California Touch Print Enterprise customization for palm capture on palm live scan systems. Must be quoted with the corresponding jurisdiction specific ten-print customization.					
TPE-COMX-NECFTP	SL-LAWENF	EACH	4	\$161.00	\$644.00
NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP Provides Support for NEC NATMS Protocol Communications Over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.					
TP-HWOX-ADLNIC2	SL-LAWENF	EACH	10	\$135.00	\$1,350.00
PCI based 10/100 Ethernet LAN adapter for Local Area Network topology. To be used with cabinet style Windows live scan systems					
TPE-SWOX-DIEXAD	SL-LAWENF	EACH	4	\$800.00	\$3,200.00
Additional license fee for an external DI. DI must already exist and have been developed.					
TP-HWOX-BARCODE-CA	SL-LAWENF	EACH	1	\$255.00	\$255.00
Barcode scanner w/USB Cable and Stand. Model LS2208. For use with the California Department of Justice DNA type of transaction.					
TP-IAT-2DAY	SL-LAWENF	EACH	4	\$2,195.00	\$8,780.00
Installation and Training; Two Day: Standard two day on-site installation and training services. Includes one day of installation and one day of training. Training day is for Operators (up to 6 people) and for System Managers (up to 4 people). Recommended for TP-3800 series livescan systems. Includes travel and all related expenses.					

VENDOR GENERATED/ DEPT. VERIFIED
AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
AGREEMENT EXHIBIT A , PAGE 05
TERM: 06/01/2016 TO 05/31/2018
AMOUNT : \$306,691.58

47FRT	SL-LAWENF	EACH	4	\$300.00	\$1,200.00
FREIGHT CHARGE					
5600-TPE-ED-M95	SL-LAWENF	Year	4	\$3,240.00	\$12,960.00
Annual maintenance after the first year warranty with 9/5 coverage for the TPE-5600 500ppi enhanced definition live scan booking system					

Subtotal	Selling Price	\$171,031.00
Total for Extended Quantity System Configuration		\$171,031.00

sale tax + 15606.58
186,637.58

0.00 * 4
 171.031 * 4
 0.00 * 4
 171.031 * 4
 0.00 *
 0.00 *
 171.031 * 0.00 *
 15.606 * 58
 002
186.637.58

VENDOR GENERATED/ DEPT. VERIFIED AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
 AGREEMENT EXHIBIT A, PAGE 06
 TERM: 06/01/2016 TO 05/31/2018
 AMOUNT : \$306,691.58



Terms and Conditions

Quote #: 12868-J1D5W7 - 4

Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

General Terms and Conditions:

- 1) This Quotation is valid for 90 days from the date of Quotation.
- 2) Purchase Order must reference correct Quotation Number and Date of Quotation.
- 3) Unless otherwise agreed to in writing by MorphoTrust USA, all sales of MorphoTrust USA hardware products, and all licenses of MorphoTrust USA software, are subject to MorphoTrust USA's standard terms and conditions of sale and license.
- 4) Unless otherwise agreed to in writing by MorphoTrust USA, all products are subject to MorphoTrust USA's standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
- 5) Unless otherwise agreed to in writing by MorphoTrust USA,, Products are sold FOB - MorphoTrust USA Factory, Bloomington, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
- 6) Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.
- 7) Subject to credit approval by MorphoTrust USA, all payments are due in full net thirty (30) days from date of invoice. In the event MorphoTrust USA does not approve such credit, other payment terms must be agreed upon by the parties.
- 8) Prices are exclusive of engineering or other labor service charges provided by MorphoTrust USA at the request of the purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by MorphoTrust USA outside of applicable warranty shall be paid for by the purchaser at MorphoTrust USA's then current time and materials charges.
- 9) MorphoTrust USA provided maintenance support following the warranty period is recommended by MorphoTrust USA. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of MorphoTrust USA Standard Maintenance Agreement.
- 10) Where applicable, in sole judgment of MorphoTrust USA, this Quotation is subject to existing contract pricing between MorphoTrust USA and the purchaser. Current contract number must be identified on the Purchase Order.
- 11) Any discount prices are for like quantities ordered on the same Purchase Order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact MorphoTrust USA for new quote with desired quantities.
- 12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
- 13) This Quotation is MorphoTrust USA proprietary.

VENDOR GENERATED/ DEPT. VERIFIED
AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
AGREEMENT EXHIBIT A , PAGE 07
TERM: 06/01/2016 TO 05/31/2018
AMOUNT : \$306,691.58



MorphoTrust USA
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 12027
QUOTE DATE: 05/27/16
CUSTOMER ID: BD-2487
PRICE LIST: CMAS-IT-70

BILL TO: MONTEREY COUNTY SHERIFF
 1414 NATIVIDAD RD

COVERAGE
START DATE: 06/01/16
END DATE: 05/31/18

SALINAS, CA 93906
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: GONZALES POLICE DEPARTMENT - 109 FOURTH ST GONZALES, CA 93926

5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-3800XCH-ED 3706-00512U 1 \$10,336.00

HWOX- FOTOSYS- M95 ANNUAL 9/5/ MAINTENANCE
 TP-HWOX-FOTOSYS 3706-00512AA 1 \$2,476.00

PRT- DUP- M95 ANNUAL 9/5 MAINTENANCE
 TP-PRT-DUP NP-51 1 \$598.00

EQUIPMENT LOCATION: GREENFIELD POLICE DEPARTMENT - 599 EL CAMINO REAL GREENFIELD, CA 93927

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY261001023 1 \$5,876.00

EQUIPMENT LOCATION: KING CITY POLICE DEPARTMENT - 415 BASSETT ST KING CITY, CA 93930

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY351001028 1 \$5,876.00

EQUIPMENT LOCATION: MARINA POLICE DEPARTMENT - 211 HILLCREST AVE MARINA, CA 93933

5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-3800XCH-ED ABA280001042 1 \$10,336.00

4100XDFS- M95 ANNUAL MAINTENANCE 9/5
 TPE-4100UXDFS-ED 51051-001 1 \$2,958.00

Quote ID: 12027

VENDOR GENERATED/ DEPT. VERIFIED
 AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
 AGREEMENT EXHIBIT A , PAGE 09
 TERM: 06/01/2016 TO 05/31/2018
 AMOUNT : \$306,691.58

EQUIPMENT LOCATION:	MONTEREY COUNTY SHERIFF - 1414 NATIVIDAD RD - RECORDS SALINAS, CA 93906			
5900-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TP-3800XCH-ED		1206-00386U	1	\$10,336.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-914	1	\$598.00
EQUIPMENT LOCATION:	MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD - JAIL SALINAS, CA 93906			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY134001197	1	\$5,876.00
EQUIPMENT LOCATION:	MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD- REC AREA #2 SALINAS, CA 93906			
3800XCH- M95	ANNUAL 9/5 MAINTENANCE			
TPE-3800XCH-ED		ABA439001029	1	\$9,964.00
EQUIPMENT LOCATION:	MONTEREY POLICE DEPARTMENT - 351 MADISON ST MONTEREY, CA 93940			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY491001037	1	\$5,876.00
EQUIPMENT LOCATION:	PACIFIC GROVE POLICE DEPARTMENT - 580 PINE AVE PACIFIC GROVE, CA 93950			
5900-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-3800XCH-ED		1206-00395U	1	\$10,336.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-1636	1	\$598.00
EQUIPMENT LOCATION:	SALINAS POLICE DEPARTMENT - 222 LINCOLN AVE SALINAS, CA 93901			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY381001035	1	\$5,876.00
5300D-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5300D-ED		52041-001	1	\$5,386.00

Quote ID: 12027

VENDOR GENERATED/ DEPT. VERIFIED
AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
AGREEMENT EXHIBIT A , PAGE 10
TERM: 06/01/2016 TO 05/31/2018
AMOUNT : \$306,691.58

EQUIPMENT LOCATION: SAND CITY POLICE DEPARTMENT - 1 SYLVAN PARK SAND CITY, CA 93955

5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE

TPE-3800XCH-ED

AAV496000142 1 \$10,336.00
U

HWOX- FOTOSYS- M95 ANNUAL 9/5/ MAINTENANCE

TP-HWOX-FOTOSYS

AAV496000142 1 \$2,476.00

PRT- DUP- M95 ANNUAL 9/5 MAINTENANCE

TP-PRT-DUP

NP-52 1 \$598.00

TOTAL: \$106,712.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

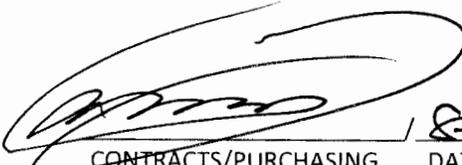
NAME: DIANE HAUSER
TITLE: Maintenance Contract Admin
PHONE: (952) 979-8479
FAX: (952) 852-8747
EMAIL: DHauser@morphotrust.com

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of CMAS IT-70 #3-11-70-1090B maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

*Approved
Dr. Z. [unclear]
Dep. City Council
8/15/16*

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM


CONTRACTS/PURCHASING 8/31/16
DATE

Quote ID: 12027

VENDOR GENERATED/ DEPT. VERIFIED
AGREEMENT

SAFRAN MORPHOTRUST USA, LLC
AGREEMENT EXHIBIT A , PAGE 11
TERM: 06/01/2016 TO 05/31/2018
AMOUNT : \$306,691.58