

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Identix, an MorphoTrust USA Company, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide annual maintenance for live scan machines owned by county of monterey. The specific equipment is identified on Exhibit A attached and made part of this agreement. Identix quote ID-Revised Quote K-9543-s (4/3/12) and Identix terms and conditions

2.0 PAYMENT PROVISIONS. are hereby incorporated into this agreement.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 100,225.32.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from June 1, 2012 to May 31, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions --for 24/7 maintenance on the TPE-3800XCH-ED live scan machine serial # 1206-00392u. Unlimited telephone technical support for system hardware and software including all parts and components necessary for the service and maintenance of the system. All other systems identified in Exhibit A will be on 9/5 maintenance service including 1hr call back. Payment due annually in advance 30 days from invoice.

Revised 09/28/12

1 of 10

Agreement ID:

Exhibit B: Modification to Indemnification (section 8)

County of Monterey and Identix System
Maintenance, Project Id: Revised Quote
K-9543-s (4/3/12)

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
-
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
-
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION. See attached Exhibit B

~~8.01~~ CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. ~~"CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

11/12

DP

PV
10 30 12

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

~~Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.~~

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial-General-Liability-Additional-Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

~~10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

DP 11/7/12
Remove per
our Legal
7-10-2012

11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

PV
10-30-12

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Diana Kelley- Sup DISC	Penny VanLith- Maintenance Contract Adm.
Name and Title	Name and Title
1414 Natividad Rd. Salinas, CA 93906	5705 W. Old Shakopee Rd. Suite 100 Bloomington, MN 55437
Address	Address
831-755-3710	952-945-3373
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.


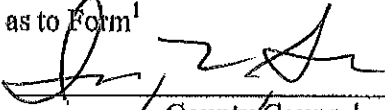

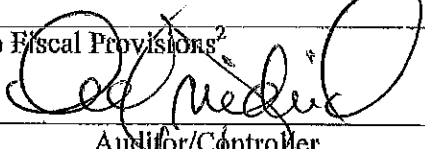
- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
-
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
-
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	<u>Identix, an Morpho Trust USA</u> Contractor's Business Name* Company
Date: _____	
By: _____ Department Head (if applicable)	By:  (Signature of Chair, President, or Vice-President)*
Date: _____	
By: _____ Board of Supervisors (if applicable)	<u>Matthew J. Dietersch / VP of Customer</u> Name and Title <i>Service</i>
Date: _____	Date: <u>11-13-12</u>
Approved as to Form ¹	
By:  County Counsel	By:  (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: <u>12/17/2012</u>	Assistant Secretary, Thomas McPherson Name and Title
Approved as to Fiscal Provisions ²	Date: <u>11-29-12</u>
By:  Auditor/Controller	
Date: <u>12/18/12</u>	
Approved as to Liability Provisions ³	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Exhibit A



SAFRAN

MorphoTrust USA

Cover Sheet

To: Daisy Fernandez
Company: Monterey County Sheriff, CA
Phone: 831-755-3767
Fax: 831-755-3828
fernandezd@co.monterey.ca.us

From: Penny Van Lith
Company: MorphoTrust USA
Phone: 952-945-3373
Fax: 952-852-8747
Email address: pvanlith@morphotrust.com
Date: April 3, 2012

Pages including this cover page: 1 of 28

Comments: REVISED QUOTE K-9543-S (4-3-12)

~~According to our records your Maintenance with Identix Inc., a MorphoTrust USA™ Company for your Fingerprinting...
Equipment expires on 5-31-2012.~~

Your coverage is: Annual 9/5 or 24/7 Coverage (see quote K-9543-S, Revised 4-3-12)

Attached for your review is the Maintenance Agreement Addendum Quote that continues your current coverage. Please sign and date the Maintenance Agreement Addendum and return by fax or email. *** If a purchase order is required (by your company), please reference our Quote ID # and Identix Terms and Conditions on your PO.
Once the Addendum is returned we will send an invoice, (NOTE: Invoice will be processed from start date of contract).

If you would like to request a quote for different coverage or if you have any questions, please feel free to contact me.

Thanks,

Penny Van Lith
Contracts Administrator



- * Quote, K-9543-S (Revised 4-3-12)
- * Summary Worksheet (Revised 4-3-12)
- * Terms and Conditions
- * W-9 Form
- * Insurance Certificates

Please visit our web site at: www.morphotrust.com

MorphoTrust USA Help Desk # 888-435-7439

Exhibit A

Revised
4-3-12

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE

START DATE: 01-JUN-12
END DATE: 31-MAY-13

PAGE: 1 of 10

5705 W. Old Skopec Road
Suite 100
Bloomington, MN 55457-5107
USA
Phone (900) 952-0890
FAX (952) 952-7181



IDENTIX
BIOMETRIC SOLUTIONS

BILL TO: MONTEREY COUNTY SHERIFF
1414 NAUVIDAD RD
SALINAS, CA 95906
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION	SAND CITY POLICE DEPARTMENT- 1 SYLVAN PARK SAND CITY Monterey CA 93955 United States			
3800XCH-M95	ANNUAL 9/5 MAINTENANCE	AAV496000142U	1	\$5,700.00
TPE-3800XCH-E	ANNUAL 9/5 MAINTENANCE	NP-52	1	\$342.00
PRT-DUP-M95	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge.			
TP-PRT-DUP	Dial-In Modem Access Telephone Number _____ Telephone Number _____			
TP-NOREMOTE	Secure ID, VPN, Other Contact Name _____			
	Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
TPE-3800XCH-E	ANNUAL 9/5 MAINTENANCE	AAV496000142U	1	\$1,095.00
HFWOX-FOTOSYS-M95				
TP-HFWOX-FOTOSYS		AAV496000142	1	\$1,303.00
EQUIPMENT LOCATION	GONZALES POLICE DEPARTMENT- 109 FOURTH ST GONZALES MONTEREY CA 93926 United States			
3800XCH-M95	ANNUAL 9/5 MAINTENANCE	3706-00512U	1	\$5,700.00
TPE-3800XCH-E	ANNUAL 9/5 MAINTENANCE	NP-51	1	\$342.00
PRT-DUP-M95	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge.			
TP-PRT-DUP	Dial-In Modem Access Telephone Number _____ Telephone Number _____			
TP-NOREMOTE	Secure ID, VPN, Other Contact Name _____			
	Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			

Revised
4-3-12

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

5705 W. Old Shattopee Road
Suite 100
Bloomington, MN 55457-5107
USA
Phone (800) 952-0890
FAX (952) 952-7181

IDENTITY SOLUTIONS
BIOMETRIC SOLUTIONS

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE
START DATE: 01-JUN-12
END DATE: 31-MAY-13

PAGE: 2 of 10

BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA. 93906
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
	Dial-In Modem Access Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
TP-3800XCH-ED HWOX-FOTOSYS-295 TP-HWOX-FOTOSYS	ANNUAL 9/5/ MAINTENANCE	3706-00512U 3706-00512A	1 1	\$1,095.00 \$1,308.00
	EQUIPMENT LOCATION MONTEREY COUNTY SHERIFF- 1410 NATIVIDAD RD REC AREA #1 SALINAS MONTEREY CA 93906 United States			
3800XCH- M24 TP-3800XCH-ED TP-LIVESCAN2-PM	ANNUAL 24/7 MAINTENANCE SCHEDULED PERIODIC VISIT BETWEEN 9:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY FOR PREVENTATIVE MAINTENANCE ON DUAL SCANNER LIVE SCAN DEVICES. PRICE IS PER VISIT. I would like _____ number of visits at \$262.00 per visit.	1206-00392U 1206-00392U	1 1	\$6,600.00 \$262.00 \$262.00
TP-3800XCH-ED TP-NOREMOTE	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identity Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.	1206-00392U	1	\$1,095.00
	EQUIPMENT LOCATION MONTEREY COUNTY SHERIFF- 1410 NATIVIDAD RD ADULT REHAS FACILITY SALINAS MONTEREY CA 93906 United States			
TP-3800XCH-ED		1206-00392U	1	\$1,095.00

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

5705 W. Old Skatopce Road,
Suite 100
Bloomington, MN 55457-5107
USA
Phone (800) 952-0890
FAX (952) 952-7181



IDENTIX
SIGMETRIC SOLUTIONS

BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA. 95906
United States

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: \$81-LAW ENFORCEMENT

COVERAGE
START DATE: 01-JUN-12
END DATE: 31-MAY-13
PAGE: 3 of 10

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
3800XCH- M95 TPE-3800XCH-ED TP- NOREMOTE	ANNUAL 9/5 MAINTENANCE TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.	ABA439001029	1	\$5,700.00
TPE-3800XCH-ED	MONTEREY COUNTY SHERIFF- 1410 NATIVIDAD RD REC AREA #2 SALINAS MONTEREY CA 95906 United States	ABA439001029	1	\$1,095.00
3800XCH- M95 TPE-3800XCH-ED TP- NOREMOTE	ANNUAL 9/5 MAINTENANCE TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.	1206-00393U	1	\$5,700.00
TPE-3800XCH-ED	MONTEREY COUNTY SHERIFF- 1414 NATIVIDAD RD RECORDS SALINAS MONTEREY CA 95906 United States	1206-00393U	1	\$1,095.00

Revised
4-3-12

QUOTE ID: K-9543-S
 QUOTE DATE: 16-JAN-2012
 VALID UNTIL: 30-AUG-12
 PRICE LIST: S&L LAW ENFORCEMENT

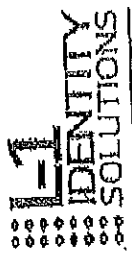
COVERAGE

START DATE: 01-JUN-12
 END DATE: 31-MAY-13

PAGE: 4 of 10

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

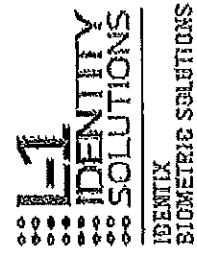
5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55457-5107
 USA
 Phone (800) 952-0890
 FAX (522) 952-7181



IDENTITY
 BIOMETRIC SOLUTIONS

BILL TO: MONTEREY COUNTY SHERIFF
 1414 NATIVIDAD RD
 SALINAS, CA 93906
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
TP-9800XCH-ED	ANNUAL 9/5 MAINTENANCE	1206-00386U	1	\$5,700.00
TP-DUP-M95				
TP-PR1-DUP		NP-914	1	\$342.00
TP-NOREMOTE	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identity Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.		1	\$1,095.00
TP-3800XCH-ED	MONTEREY COUNTY PROBATION- 1420 NATIVIDAD RD SALINAS MONTEREY CA 93906 United States	1206-00386U	1	\$5,700.00
3800XCH-M95		1906-00427U	1	\$342.00
TP-3800XCH-ED		NP-934	1	\$342.00
TP-DUP-M95				
TP-PR1-DUP				
TP-NOREMOTE	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identity Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.		1	\$1,095.00
TP-3800XCH-ED		1906-00427U	1	\$1,095.00



5705 W. Old Shakerport Road
Suite 100
Bloomington, MN 55457-3107
USA
Phone (800) 952-0890
FAX (952) 952-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE
START DATE: 01-JUN-12
END DATE: 31-MAY-13
PAGE: 5 of 10

BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA 95906
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION	MARINA POLICE DEPARTMENT- 211 HILLCREST AVE MARINA MONTEREY CA 93953 United States			
3800XCH- 3865	ANNUAL 9/5 MAINTENANCE	ABA280001042	1	\$5,700.00
TPE-3800XCH-ED	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identity Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge.			
TP-NOREMOTE	Dial-In Modem, Access Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
TPE-3800XCH-ED		ABA280001042	1	\$1,095.00
EQUIPMENT LOCATION	SALINAS POLICE DEPARTMENT- 222 LINCOLN AVE SALINAS MONTEREY CA 93901 United States			
5600-TPE-ED-MISS	Annual maintenance after the first year warranty with 9/5 coverage for the TPE-5600 500ppi enhanced definition five seat booking system			
TPE-5600-ED	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identity Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge.	AEY381001035	1	\$2,119.40
TP-NOREMOTE	Dial-In Modem, Access Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
TPE-5600-ED		AEY381001035	1	\$717.00

QUOTE ID: K-954S-S
 QUOTE DATE: 16-JAN-2012
 VALID UNTIL: 30-AUG-12
 PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE
 START DATE: 01-JUN-12
 END DATE: 31-MAY-13

PAGE: 6 of 10

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

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



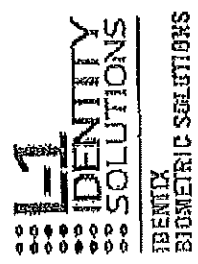
IDENTIX
 BIOMETRIC SOLUTIONS

BILL TO: MONTEREY COUNTY SHERIFF
 1414 NATIVIDAD RD
 SALINAS, CA 93906
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION	SOLEDAD POLICE DEPARTMENT- 236 MAIN ST SOLEDAD MONTEREY CA 95960 United States			
3800XCH-MS5	ANNUAL 9/5 MAINTENANCE	0406-00359U	1	\$5,700.00
TPE-3800XCH-ED PRT-DUP-MS5	ANNUAL 5/5 MAINTENANCE	NP-1959	1	\$342.00
TP-PRT-DUP TP-NOREMOTE	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
EQUIPMENT LOCATION	MONTEREY POLICE DEPARTMENT- 351 MADISON ST MONTEREY MONTEREY CA 93940 United States			
TPE-3800XCH-ED	Annual maintenance after the first year warranty with 9/5 coverage for the TPE-5800 500ppi enhanced definition live scan booking system	0406-00358U	1	\$1,095.00
5600-TPE-ED-MS5	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.	AEY491001037	1	\$1,437.76
TPE-5600-ED TP-NOREMOTE				

Revised
4-3-12

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



BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA 92906
United States

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE
START DATE: 01-JUN-12
END DATE: 31-MAY-13
PAGE: 7 of 10

COVER TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
TPE-5600-ED	EQUIPMENT LOCATION KING CITY POLICE DEPARTMENT- 415 BASSETT ST KING CITY MONTEREY CA 93930 United States Annual maintenance after the first year warranty with 9/5 coverage for the TPE-5600 500ppi enhanced definition live scan booking system	AEY481001037	1	\$496.00
TPE-5600-ED TP-NOREMOTE	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.	AEY351001028	1	\$2,376.12
TPE-5600-ED	EQUIPMENT LOCATION SEASIDE POLICE DEPARTMENT- 440 HARCOURT AVE SEASIDE MONTEREY CA 93855 United States	AEY351001028	1	\$804.00
3800XCH- M95 TPE-3800XCH-ED PRT-DUP- M95 TP-PRT-DUP TP-NOREMOTE	ANNUAL 9/5 MAINTENANCE ANNUAL 9/5 MAINTENANCE TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here and provide the requested information below and disregard the TP-NOREMOTE charge. Dial-In Modem: Access Telephone Number _____ Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____	NP-1006 1706-00421U	1 1	\$5,700.00 \$942.00

Revised
4-3-12

5705 W. Old Skookops Road
Suite 100
Bloomington, MN 55437-5107
USA
Phone (800) 952-0890
FAX (652) 952-7181

IDENTIX
BIOMETRIC SOLUTIONS

BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA 95906
United States

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE
START DATE: 01-JUN-12
END DATE: 31-MAY-13
PAGE: 3 of 10

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.				
TPE-3800XCH-ED	PACIFIC GROVE POLICE DEPARTMENT- 589 PINE AVE PACIFIC GROVE MONTEREY CA 93960 United States	1706-0042TU	1	\$1,095.00
3800XCH-MS5	ANNUAL 9/5 MAINTENANCE			
TPE-3800XCH-ED	PACIFIC GROVE POLICE DEPARTMENT- 589 PINE AVE PACIFIC GROVE MONTEREY CA 93960 United States	1206-90395U	1	\$5,700.00
PRT-DUP-MS5	ANNUAL 9/5 MAINTENANCE			
TP-PR1-DUP	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge.	NP-1636	1	\$342.00
TP-NOREMOTE	Dial-In Modem: Access Telephone Number _____ Secure ID, VPN, Other: Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
TPE-3800XCH-ED	GREENFIELD POLICE DEPARTMENT- 599 EL CAMINO REAL GREENFIELD MONTEREY CA 95927 United States	1206-90395U	1	\$1,095.00
5600-TPE-ED-M95	Annual maintenance after the first year warranty with 9/5 coverage for the TPE-5600 500ppi enhanced definition live scan booking system			
TPE-5600-ED	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge.	AEY261001023	1	\$2,801.04
TP-NOREMOTE	Dial-In Modem: Access Telephone Number _____			



5705 W. Old Skatopoc Road
 Suite 100
 Bloomington, MN 55457-3107
 USA
 Phone (800) 952-0890
 FAX (952) 952-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: K-9543-S
 QUOTE DATE: 16-JAN-2012
 VALID UNTIL: 30-AUG-12
 PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE

START DATE: 01-JUN-12
 END DATE: 31-MAY-13

PAGE: 9 of 10

BILL TO: MONTEREY COUNTY SHERIFF
 1414 NATIVIDAD RD
 SALINAS, CA 93906
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
TPE-5600-ED	Secure ID, VPN, Other Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.	AEY261001023	1	\$978.00
EQUIPMENT LOCATION	CARMEL POLICE DEPARTMENT- SE CORNER JUNIPERO & 4TH ST CARMEL MONTEREY CA 95921 United States			
3800XCH-M95	ANNUAL 9/5 MAINTENANCE	1706-00416U	1	\$5,700.00
TPZ-3800XCH-ED	ANNUAL 9/5 MAINTENANCE	NP-1637	1	\$342.00
TPZ-DUP-M95	TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the Identix Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge.			
TP-PRT-DUP	Diag-In Modem: Access Telephone Number _____ Telephone Number _____			
TP-NOREMOTE	Secure ID, VPN, Other Contact Name _____ Telephone Number _____ Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.			
TPZ-3800XCH-ED		1706-00416U	1	\$1,095.00
TOTAL:				\$10025.32

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

Revised
4-3-12

Revised
4-3-12

5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55557-5107
USA
Phone (800) 952-0890
FAX (952) 952-7181

IDENTITY SOLUTIONS
BIOMETRIC SOLUTIONS

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: K-9543-S
QUOTE DATE: 16-JAN-2012
VALID UNTIL: 30-AUG-12
PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE

START DATE: 01-JUN-12
END DATE: 31-MAY-13

PAGE: 10 of 10

BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA 95906
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
NAME: VAN LITH, PENNYS	<i>Penny VanLith</i>			
TITLE: Salesperson	<i>4-3-12</i>			
PHONE: (952) 945-3373				
FAX: (952) 852-8747				
EMAIL: pvanlith@morphotrust.com				

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

The terms and conditions of Identity's 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 buyer's purchase order and some may be new. Acceptance is conditional on buyer's assent to the terms set out herein in lieu of those in buyer's purchase order. Seller's failure to object to provisions contained in any communication from 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 seller before becoming binding on either seller or buyer.

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

Monterey County Sheriff's Office, CA

*Summary Worksheet

2012-13 (6-1-12 through 5-31-2013, unless otherwise noted)

Revised 4-3-12

Exhibit A K-9543-S

Account	Address	System Part #	Serial #	TP-PRT-DUP (primers)	Maint. Start	Maint. End	9/5 Cost	24/7 Cost	PM Cost (per time)	Coverage Chose	Total \$
1 Carmel Police Dept.	SE Corner Junipero & 4th St. Carr	TPE-3800XCH-ED	1706-00416U	NP-1637	6/1/12	5/31/13	7,137.00	---	---	9/5	\$7,137.00
2 Gonzales Police Dept.	109 Fourth St. Gonzales	TPE-3800XCH-ED	3706-00512U	NP-51	6/1/12	5/31/13	6,440.00	---	---	9/5	\$6,440.00
3 Greenfield Police Dept.	599 El Camino Real, Greenfield	TPE-5600-ED	AEY261001023	NO	7/20/12	5/31/13	3,778.04	---	---	9/5	\$3,778.04
4 King City Police Dept.	415 Bessett St., King City	TPE-5600-ED	AEY351001028	NO	9/6/12	5/31/13	3,180.12	---	---	9/5	\$3,180.12
5 Marina Police Dept.	211 Hillcrest Ave., Marina	TPE-3800XCH-ED	ABA280001042	NO	6/1/12	5/31/13	6,795.00	---	---	9/5	\$6,795.00
6 Monterey County Probation	1420 Natividad Rd., Salinas	TPE-3800XCH-ED	1906-00427U	NP-994	6/1/12	5/31/13	7,137.00	---	---	9/5	\$7,137.00
7 Monterey County Sheriff	1414 Natividad Road, Salinas	TPE-3800XCH-ED	1206-00386U	NP-914	6/1/12	5/31/13	7,137.00	---	---	9/5	\$7,137.00
8 Monterey County Sheriff	1410 Natividad Road, Salinas	TPE-3800XCH-ED	1206-00392U	NO	6/1/12	5/31/13	7,137.00	7,395.00	262.00	24/7 P2	\$8,440.00
9 Monterey County Sheriff	1410 Natividad Road, Salinas	TPE-3800XCH-ED	1206-00393U	NO	6/1/12	5/31/13	6,795.00	---	---	9/5	\$6,795.00
10 Monterey County Sheriff	1410 Natividad Road, Salinas	TPE-3800XCH-ED	ABA439001029	NO	6/1/12	5/31/13	6,795.00	---	---	9/5	\$6,795.00
11 Monterey Police Dept.	351 Madison St., Monterey	TPE-5600-ED	AEY491001037	NO	12/21/12	5/31/13	1,923.76	---	---	9/5	\$1,923.76
12 Pacific Grove Police Dept.	580 Pine Ave., Pacific Grove	TPE-3800XCH-ED	1206-00395U	NP-1636	6/1/12	5/31/13	7,137.00	---	---	9/5	\$7,137.00
13 Salinas Police Dept.	222 Lincoln Ave., Salinas	TPE-5600-ED	AEY381001035	NO	10/5/12	5/31/13	2,836.40	---	---	9/5	\$2,836.40
14 San Jose Police Dept.	1 Sylvan Park, Sand City	TPE-3800XCH-ED	AAV496000742U	NP-52	6/1/12	5/31/13	8,440.00	---	---	9/5	\$8,440.00
15 Seaside Police Dept.	440 Harcourt, Seaside	TPE-3800XCH-ED	1706-00427U	NP-1006	6/1/12	5/31/13	7,137.00	---	---	9/5	\$7,137.00
16 Soledad Police Dept.	236 Main St., Soledad	TPE-3800XCH-ED	0406-00359U	NP-1959	6/1/12	5/31/13	7,137.00	---	---	9/5	\$7,137.00
TOTAL:											\$100,225.32

BILL TO:

Monterey County Sheriff's Office
1414 Natividad Road - Contracts
Salinas, CA 93906

CONTACT:

Daisy Fernandez
831-755-3767 (phone)
831-755-3828 (fax)
fernandezD@co.monterey.ca.us

* Diana Kelly
kelleyd@co.monterey.ca.us
* Hye-Weon Kim
kimh@co.monterey.ca.us
fernandezD@co.monterey.ca.us

Exhibit A

IDENTIX INCORPORATED SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with
U.S. End User Customers
covering
Identix® 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 Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, 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 Identix 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 Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix 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 Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix 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 Identix 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.

- Identix 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 Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix 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 Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix 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. Identix' *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 Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix 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. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

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

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix 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. Identix' 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 Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix 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. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix 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. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix 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 Identix' periodic requirements. Unless otherwise agreed in writing by Identix, 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 Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' 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 Identix to be returned to Identix, 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 Identix within two (2) weeks after receipt of the replacement part. Identix 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 Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

B. Preventive Maintenance Services. Identix' *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 Identix' specifications for such System. Identix 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 Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' 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 Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix 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 Identix 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., platen, 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 Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix 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 Identix 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. Identix' inspection will be billed at Identix' 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 Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix 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. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' 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 Identix' 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 Identix' 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 Identix' 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 Identix' 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 Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' 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

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX 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 IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX 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 IDENTIX' REASONABLE CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

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

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, CA, 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 Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

Exhibit B

Modification to section 8: Indemnification

Section 8: Indemnification in the Professional Service Agreement will be replaced with the following:

“Indemnification For Personal Injury Or Death: Contractor agrees to defend, indemnify and hold harmless County from and against any liability, damages, fees, expenses and costs (including defense costs) resulting from third party claims, demands and lawsuits (each a “Claim”) for personal injury or death that become payable or are paid by County to third parties resulting from any final judicial decision, without opportunity for appeal, to the extent such liability results from the negligent or other unlawful acts or omissions of Contractor, its personnel or agents in the course of the rendering of the services. County shall notify Contractor within ten (10) days of receiving notice or becoming aware of any such Claim and shall not settle any such Claim without Contractor’s prior written consent. Contractor shall have the right to control the defense of any such Claim. County shall have the right at its own expense to participate in the defense thereof with counsel of County’s choice; provided, however, that Contractor shall have the right at all times to retain or resume control of the conduct of such defense. In any event, the foregoing obligation of Contractor does not apply with respect to any Claim that arises out of County’s own negligent or other unlawful acts or omissions. Under no circumstances will Contractor’s obligation or liability under this indemnification obligation exceed the aggregate amount of fees for the services paid by County to Contractor under this Agreement.”

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2

Name (as shown on your income tax return)
IDENTIX INCORPORATED

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
5700 WEST OLD SHIKOPEE ROAD SUITE 100

City, state, and ZIP code
BLOOMINGTON, MN 55437-3107

Requester's name and address (optional)

List account number(s) here (optional)

Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
04	2842486

Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real-estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Penny VanLick Date ▶ 1-16-12

General Instructions

Section references are to the Internal Revenue Code (unless otherwise noted).

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 600 WEST MONROE STREET CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com 600892-Trust-Prol-11-12	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Ins Co</td> <td></td> <td>23036</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td></td> <td>42404</td> </tr> <tr> <td>INSURER C: N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER D: N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Liberty Mutual Fire Ins Co		23036	INSURER B: Liberty Insurance Corporation		42404	INSURER C: N/A		N/A	INSURER D: N/A		N/A	INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A: Liberty Mutual Fire Ins Co		23036																			
INSURER B: Liberty Insurance Corporation		42404																			
INSURER C: N/A		N/A																			
INSURER D: N/A		N/A																			
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** CHI-004287347-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			182841438914021	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
GENL. AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY			AS2841438914011	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WVY640438914031	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> W/ STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N	N/A			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is an additional insured as respect General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF MONTEREY ATTN: CONNIE BACON MONTEREY COUNTY SHERIFF 1414 NATIVIDAD ROAD SALINAS, CA 93906	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manoshi Mukherjee <i>Manoshi Mukherjee</i>
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But

The insurance provided by this amendment:

1. Applies only to "bodily injury" and "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date July 1, 2011

Expiration Date July 1, 2012

For attachment to Policy No. TB2-641-436014-021

Audit Basis

Issued To

Dexter R. Lepp
SECRETARY

Edmond F. Kelly
PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 22

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date 7/1/11

Expiration Date 7/1/12

For attachment to Policy No. TB2-641-438914-021

Audit Basis

Issued To

Dexter R. Lepp
SECRETARY

Edmund F. Hoff
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 27

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date 7/1/11

Expiration Date 7/1/12

For attachment to Policy No. TB2-041-438914-021

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

Und. Serial No. 30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company:	
Policy Number: AS2-641-438914-011	Effective Date: 7/1/11
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	SEE ATTACHED SCHEDULE
Address:	
Designation Or Description Of "Leased Autos":	SEE ATTACHED SCHEDULE

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor ~~unless the "loss" results from fraudulent acts or omissions on your part.~~
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 2. If you cancel the policy, we will mail notice to the lessor.
 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Policy No: AS2-041-438914-011
Effective Date: 7/1/11
Expiration Date: 7/1/12
Sales Office: 093A

Issued By: Liberty Mutual Fire Insurance Co.

Endt Serial No: 55

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Premium: INCL

Name of Person or Organization:

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS2-641-438914-011
Effective Date: 7/1/10
Expiration Date: 7/1/11
Sales Office:

Issued By: Liberty Mutual Fire Insurance Co.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

- This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in the state of KY, NJ & NH.

Schedule

Where required by contract or written agreement.

This endorsement is executed by the Liberty Insurance Corporation

21814

Premium \$

Effective Date July 1, 2011

Expiration Date July 1, 2012

For attachment to Policy No. WA7-64D-438914-031

Countersigned by _____
Authorized Representative

End. Serial No. 10

WC 00 03 13

Ed. 4/1/1984

Copyright 1988 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) 20 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

NAME

ADDRESS

Safran USA Inc.

2850 Safran Drive
Grand Prairie TX 75052

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation 21014

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-64D-430914-031