

MorphoTrust USA 5705 W. Old Shakopee Road Bloomington, MN 55437-3107 USA

# MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: 8871

CUSTOMER ID: BD-2487 QUOTE DATE: 02/03/15 PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 06/01/15

END DATE: 05/31/16

SALINAS, CA 93906

BILL TO: MONTEREY COUNTY SHERIFF

FAX (952) 932-7181

1414 NATIVIDAD RD

United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	CARMEL POLICE DEPARTMENT - SE CORNER JUNIPERO & 4TH ST CARMEL, CA 93921			
3800XCH- M95	ANNUAL 9/5 MAINTENANCE			
TPE-3800XCH-ED		1706-00416U	_	\$4,750.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-1637	_	\$285.00
EQUIPMENT LOCATION:	GONZALES POLICE DEPARTMENT - 109 FOURTH ST GONZALES, CA 93926			
3800XCH- M95	ANNUAL 9/5 MAINTENANCE			
TPE-3800XCH-ED		3706-00512U	_	\$4,750.00
HWOX-FOTOSYS-M95	ANNUAL 9/5/ MAINTENANCE			
TP-HWOX-FOTOSYS	6-1-15	3706-00512AA	_	\$1,085.83
PRT-DUP-M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		- NP-51		\$285.00
EQUIPMENT LOCATION:	GREENFIELD POLICE DEPARTMENT - 599 EL CAMINO REAL GREENFIELD. CA 93927			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY261001023	-	\$3,240.00
EQUIPMENT LOCATION:	KING CITY POLICE DEPARTMENT - 415 BASSETT ST KING CITY, CA 93930			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY351001028	_	\$3,240.00
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EQUIPMENT LOCATION: 3800XCH- M95 TPE-3800XCH-ED PRT- DUP- M95 TP-PRT-DUP	EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5600-ED	EQUIPMENT LOCATION: 3800XCH- M95 TPE-3800XCH-ED	EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5600-ED	TP-3800XCH-ED PRT-DUP- M95 TP-PRT-DUP	EQUIPMENT LOCATION: 3800XCH- M95	TPE-3800XCH-ED PRT- DUP- M95 TP-PRT-DUP	EQUIPMENT LOCATION: 3800XCH- M95	4100XDFS-M95 TPE-4100UXDFS-ED	EQUIPMENT LOCATION: 3800XCH- M95 TPE-3800XCH-ED
PACIFIC GROVE POLICE DEPARTMENT - 580 PINE AVE PACIFIC GROVE, CA 93950 ANNUAL 9/5 MAINTENANCE  ANNUAL 9/5 MAINTENANCE	MONTEREY POLICE DEPARTMENT - 351 MADISON ST MONTEREY, CA 93940 ANNUAL 9/5 MAINTENANCE	SALINAS COURTHOUSE - 240 CHURCH ST- RM.176 SALINAS, CA 93906 ANNUAL 9/5 MAINTENANCE	MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD - JAIL SALINAS, CA 93906 ANNUAL 9/5 MAINTENANCE	ANNUAL 9/5 MAINTENANCE	MONTEREY COUNTY SHERIFF - 1414 NATIVIDAD RD - RECORDS SALINAS, CA 93906 ANNUAL 9/5 MAINTENANCE	ANNUAL 9/5 MAINTENANCE	MONTEREY COUNTY PROBATION - 1420 NATIVIDAD RD SALINAS, CA 93906 ANNUAL 9/5 MAINTENANCE	ANNUAL MAINTENANCE 9/5	MARINA POLICE DEPARTMENT - 211 HILLCREST AVE MARINA, CA 93933 ANNUAL 9/5 MAINTENANCE
950 6-1-15		3-31-16	7-1-15 5-31-16	3-31-16	33906	3-31-16			3-31-16
1206-00395U NP-1636	AEY491001037	ABA439001029	AEY134001197	NP-914		1906-00427U NP-934		51051-001	ABA280001042
<b>.</b> .	<b>-</b> 2	->	_	<i>-</i> -	<b>x</b> :			-	<u> </u>
\$4,750.00 \$285.00	\$3,240.00	\$4,750.00	\$2,970.00	\$285.00		\$4,750.00 \$285.00		\$1,599.00	\$4,750.00

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Page: 3 of 4

acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer. in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those 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 The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this

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

## Monterey County Sheriffs Office, CA \*Summary Worksheet Only"

2015-16 (6-1-15 through 5-31-2016, unless otherwise noted / EOL Equipment = 3-31-2016)

REVISED 4-30-15 / 4-20-15 / 2-3-15

Qt. ID.8871

					TP-PRT-	TP-HWOX-	Maint.	Maint.	
Account	Address	Cīty	Item Number	Serial Number	DUP	FOTOSYS	Start	End	Coverage
CARMEL POLICE DEPARTMENT	SE CORNER JUNIPERO & 4TH ST	CARMEL	TPE-3800XCH-ED	1706-00416U NP-1637	NP-1637	******	6-1-15	3-31-16	9/5
2 GONZALES POLICE DEPARTMENT	109 FOURTH ST	GONZALES	TPE-3800XCH-ED	3706-00512U	NP-51	YES	6-1-15	3-31-16	9/5
3 GREENFIELD POLICE DEPARTMENT	599 EL CAMINO REAL	GREENFIELD	TPE-5600-ED	AEY261001023	-		6-1-15	6-1-15 5-31-16	9/5
4 KING CITY POLICE DEPARTMENT	415 BASSETT ST	KING CITY	TPE-5600-ED	AEY351001028		-	6-1-15	6-1-15 5-31-16	9/5
5 MARINA POLICE DEPARTMENT	211 HILLCREST AVE	MARINA	TPE-3800XCH-ED	ABA280001042	-		6-1-15	3-31-16	9/5
6 MONTEREY COUNTY PROBATION	1420 NATIVIDAD RD	SALINAS	TPE-3800XCH-ED	1906-00427U	NP-934		6-1-15	3-31-16	9/5
7 MONTEREY COUNTY SHERIFF	1410 NATIVIDAD ROAD - JAIL	SALINAS	TPE-5600-ED	AEY134001197			7-1-15	5-31-16	9/5
8 MONTEREY COUNTY SHERIFF	1414 NATIVIDAD RD - RECORDS	SALINAS	TPE-3800XCH-ED	1206-00386U	NP-914		6-1-15	3-31-16	9/5
9 MONTEREY POLICE DEPARTMENT	351 MADISON ST	MONTEREY	TPE-5600-ED	AEY491001037			6-1-15	5-31-16	9/5
10 PACIFIC GROVE POLICE DEPARTMENT	580 PINE AVE PACIFIC GROVE	PACIFIC GROVE	TPE-3800XCH-ED	1206-00395U	NP-1636		6-1-15	3-31-16	9/5
11 SALINAS COURTHOUSE	240 CHURCH ST RM.176	SALINAS	TPE-3800XCH-ED	ABA439001029			6-1-15	3-31-16	9/5
12 SALINAS POLICE DEPARTMENT	222 LINCOLN AVE	SALINAS	TPE-5300D-ED	52041-001			11-20-15	5-31-16	9/5
13 SALINAS POLICE DEPARTMENT	222 LINCOLN AVE	SALINAS	TPE-5600-ED	AEY381001035			6-1-15	5-31-16	9/5
14 SAND CITY POLICE DEPARTMENT	1 SYLVAN PARK	SAND CITY	TPE-3800XCH-ED	AAV496000142U	NP-52	YES	6-1-15	3-31-16	9/5
15 SEASIDE POLICE DEPARTMENT	440 HARCOURT AVE	SEASIDE	TPE-3800XCH-ED	1706-00421U	NP-1006		6-1-15	3-31-16	9/5
16 SOLEDAD POLICE DEPARTMENT	236 MAIN ST	SOLEDAD	TPE-3800XCH-ED	0406-00359U NP-1959	NP-1959		6-1-15	6-1-15 3-31-16	9/5

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24/7	<b>7-1-15</b>   5-31-16	7-1-15	-	52116-002	AEY134001198	TPE-5600-ED	SALINAS	1410 NATIVIDAD ROAD - JAIL	17 MONTEREY COUNTY SHERIFF
Qt. ID.8870									

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Salinas, CA 93906 1414 Natividad Road - Contracts Monterey County Sheriffs Office

CONTACT:

831-755-3767 (phone) Daisy Fernandez

831-755-3828 (fax)

fernandezD@co.monterey.ca.us

\* Diana Kelly

kelleyd@co.monterey.ca.us

\* Hye-Weon Kim

kimh@co.monterey.ca.us



February 3, 2015

Monterey County Sheriff 1414 Natividad Road Salinas, CA 93906

RE: Sole Source Letter

Daisy Fernandez:

The MorphoTrust USA<sup>TM</sup> TouchPrint Live Scan Fingerprinting Systems are highly specialized systems containing proprietary hardware designs and proprietary application and customization software. Both hardware and software functionality of these systems can be effectively maintained only by our engineers due to the proprietary nature of their design. Updates to the proprietary hardware and software are developed and made available by us. As such, these systems should be maintained only by our authorized technicians under a standard maintenance agreement or on a time and materials basis.

If any unauthorized technician works or tampers with our TouchPrint Fingerprinting System without express written permission from a regional technical manager, any service calls that are made by MorphoTrust USA to correct problems resulting from the unauthorized work will be charged to the customer on a time and materials basis.

If you have any questions regarding this issue, please contact me at 952-945-3373.

Sincerely,

Penny Van Lith

Contracts Administrator

Renny Van Liter

SAFRAN MorphoTrust USA

### MORPHOTRUST USA, LLC SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

### **U.S. End User Customers**

covering

### MorphoTrust® TouchPrintTM Live Scan Product Line

### I. GENERAL SCOPE OF COVERAGE

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

### II. MAINTENANCE SERVICES

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

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

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

### B. <u>24/7 Maintenance Services</u>. MorphoTrust's *24/7 Maintenance Services* are as follows:

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

- Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort. Generally, a significant development effort is one that takes MorphoTrust more than one full business day to develop, and a significant deployment effort is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

### C. <u>9/5 Maintenance Services</u>. MorphoTrust's *9/5 Maintenance Services* are as follows:

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

- field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort. Generally, a significant development effort is one that takes MorphoTrust more than one full business day to develop, and a significant deployment effort is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

### D. <u>Help Desk Maintenance Services</u>. MorphoTrust's *Help Desk Maintenance Services* are as follows:

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

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

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

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

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

- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.
- B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.
- C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).
- D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

### IV. SERVICE CALLS

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

### V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

### VI. FEES FOR SERVICES

- A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.
- B. <u>Failure to Pay Fees</u>. If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

### VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

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

4-6-15

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 MORPHOTRUST'S SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST 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 MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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

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

### IX. MISCELLANEOUS

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

This Agreement shall be governed by and construed according to the laws of the Commonwealth of CA Massachusetts, excluding its conflict of laws as 15 provisions. This Agreement constitutes the entire PV agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08-19-2014

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/iss) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy,	certai	n po	olicies may require an er	idorser	nent. A stat	ement on thi	s certificate does i	not con	fer rigi	hts to the
certificate holder in lieu of such endors									040	
PRODUCER MARSH USA INC.				CONTAC NAME:						
540 W. MADISON				PHONE (A/C, No E-MAIL	Ext);		(A/C	( C, No):		
CHICAGO, IL 60661				E-MAIL ADDRES	s:			1000 ST 1000 S	2500	
Attn: Carol Radwanski 312-627-6278					INS	URER(S) AFFOR	DING COVERAGE			NAIC#
				INSURFI	RA: Liberty Mut	ual Fire Insurance	Company		23	3035
INSURED				INSURE	B. Liberty Insu	rance Corporatio	n	*****	42	2404
MorphoTrust USA, LLC				INCLINE	. ACE Ameri	ican Insurance Co	трапу	***************************************	22	2667
296 Concord Road, Third Floor Billerica, MA 01821					RD: N/A			-		/A
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI County of Monterey, its agents, officers, and employees ar omissions of MorphoTrust USA, LLC in the performance of respect to work performed by MorphoTrust USA, LLC. Cov	e include fongoing	ed as	Additional Insureds on the General rations. Coverage afforded by the G	Liability p Seneral Lia	oficy and Automo	bile Liability policy be primary and no	n-contributory for the Cert	ificate Hold	der listed	below with
CERTIFICATE HOLDER			**************************************	CANO	CELLATION					
County of Monterey Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor Salinas, CA 93901				SHC THE ACC	OULD ANY OF EXPIRATIO CORDANCE W	THE ABOVE D N DATE TH ITH THE POLIC	ESCRIBED POLICIES EREOF, NOTICE V CY PROVISIONS.			
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Bloomington, MN 55437-3107 USA Suite 100 MorphoTrust USA 5705 W. Old Shakopee Road

# MAINTENANCE AGREEMENT ADDENDUM QUOTATION

**QUOTE ID: 8871** 

CUSTOMER ID: BD-2487 QUOTE DATE: 02/03/15 PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 06/01/15 END DATE: 05/31/16

SALINAS, CA 93906

BILL TO: MONTEREY COUNTY SHERIFF

FAX (952) 932-7181

1414 NATIVIDAD RD

United States

COVERAGE TYPE

DESCRIPTION

SERIAL NUMBER

QTY

PRICE

EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5600-ED	EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5600-ED	PRT-DUP- M95 TP-PRT-DUP	EQUIPMENT LOCATION: 3800XCH- M95 TPE-3800XCH-ED HWOX-FOTOSYS- M95 TP-HWOX-FOTOSYS	EQUIPMENT LOCATION: 3800XCH- M95 TPE-3800XCH-ED PRT- DUP- M95 TP-PRT-DUP
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Quote 10: 8871 ROUWNHUBUNSL

contact

Page: 3 of 4

acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer. in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those 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 The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this

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

# Monterey County Sheriffs Office, CA \*Summary Worksheet Only"

2015-16 (6-1-15 through 5-31-2016, unless otherwise noted / EOL Equipment = 3-31-2016)

REVISED 4-30-15 / 4-20-15 / 2-3-15

16 SOLEDAD POLICE DEPARTMENT 14 SAND CITY POLICE DEPARTMENT 13 SALINAS POLICE DEPARTMENT 12 SALINAS POLICE DEPARTMENT 11 SALINAS COURTHOUSE 15 SEASIDE POLICE DEPARTMENT 10 PACIFIC GROVE POLICE DEPARTMENT 9 MONTEREY POLICE DEPARTMENT 8 MONTEREY COUNTY SHERIFF 6 MONTEREY COUNTY PROBATION 5 MARINA POLICE DEPARTMENT 3 GREENFIELD POLICE DEPARTMENT MONTEREY COUNTY SHERIFF KING CITY POLICE DEPARTMENT GONZALES POLICE DEPARTMENT CARMEL POLICE DEPARTMENT SE CORNER JUNIPERO & 4TH ST 1414 NATIVIDAD RD - RECORDS 1410 NATIVIDAD ROAD - JAIL 240 CHURCH ST.- RM.176 599 EL CAMINO REAL 440 HARCOURT AVE 1420 NATIVIDAD RD 211 HILLCREST AVE 222 LINCOLN AVE 222 LINCOLN AVE 351 MADISON ST 415 BASSETT ST 109 FOURTH ST 1 SYLVAN PARK 580 PINE AVE PACIFIC GROVE 236 MAIN ST Address GREENFIELD MONTEREY GONZALES SAND CITY KING CITY SOLEDAD SALINAS SALINAS SALINAS SALINAS MARINA CARMEL SALINAS SALINAS SEASIDE City TPE-3800XCH-ED TPE-5300D-ED Item Number TPE-5600-ED TPE-5600-ED TPE-5600-ED TPE-5600-ED TPE-5600-ED AAV496000142U ABA439001029 ABA280001042 Serial Number AEY351001028 AEY261001023 AEY491001037 AEY134001197 AEY381001035 1906-004270 3706-005120 1706-00416U NP-1637 1206-00386U 0406-00359U NP-1959 1706-00421U NP-1006 1206-00395U NP-1636 52041-001 NP-914 NP-934 NP-51 DUP NP-52 TP-PRT-TP-HWOX-FOTOSYS YES YES 11-20-15 Maint. 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 7-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-156-1-15 3-31-16 6-1-15 Start 3-31-16 Maint. 5-31-16 3-31-16 3-31-16 5-31-16 5-31-16 3-31-16 3-31-16 5-31-16 3-31-16 3-31-16 3-31-16 3-31-16 5-31-16 5-31-16 End Qt. ID.8871 Coverage 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5

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Qt. ID.8870								

BILL TO:

Monterey County Sheriffs 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

in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those 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 The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this

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

Quote ID: 8871

## \*Summary Worksheet Only" Monterey County Sheriffs Office, CA

# 2015-16 (6-1-15 through 5-31-2016, unless otherwise noted / EOL Equipment = 3-31-2016)

REVISED 4-30-15 / 4-20-15 / 2-3-15

12 SALINAS POLICE DEPARTMENT 15 SEASIDE POLICE DEPARTMENT 13 SALINAS POLICE DEPARTMENT 11 SALINAS COURTHOUSE 10 PACIFIC GROVE POLICE DEPARTMENT 14 SAND CITY POLICE DEPARTMENT 16 SOLEDAD POLICE DEPARTMENT 9 MONTEREY POLICE DEPARTMENT 8 MONTEREY COUNTY SHERIFF 5 MARINA POLICE DEPARTMENT 6 MONTEREY COUNTY PROBATION 4 KING CITY POLICE DEPARTMENT GREENFIELD POLICE DEPARTMENT GONZALES POLICE DEPARTMENT CARMEL POLICE DEPARTMENT MONTEREY COUNTY SHERIFF Account SE CORNER JUNIPERO & 4TH ST 1414 NATIVIDAD RD - RECORDS 1410 NATIVIDAD ROAD - JAIL 240 CHURCH ST.- RM.176 599 EL CAMINO REAL 1420 NATIVIDAD RD 440 HARCOURT AVE 211 HILLCREST AVE 222 LINCOLN AVE 222 LINCOLN AVE 351 MADISON ST 415 BASSETT ST 109 FOURTH ST 1 SYLVAN PARK 580 PINE AVE PACIFIC GROVE 236 MAIN ST Address GREENFIELD MONTEREY GONZALES SAND CITY KING CITY SOLEDAD SALINAS SALINAS MARINA CARMEL SALINAS SALINAS SALINAS SALINAS SEASIDE City TPE-3800XCH-ED TPE-5300D-ED **Item Number** TPE-5600-ED TPE-5600-ED TPE-5600-ED TPE-5600-ED TPE-5600-ED AAV496000142U ABA439001029 ABA280001042 AEY134001197 AEY351001028 Serial Number AEY381001035 AEY491001037 AEY261001023 3706-005120 1706-00416U NP-1637 1706-00421U NP-1006 1906-004270 0406-00359U NP-1959 1206-00395U NP-1636 1206-00386U 52041-001 NP-52 NP-914 NP-934 NP-51 DUP TP-PRT-TP-HWOX-**FOTOSYS** YES YES 11-20-15 Maint. 6-1-15 6-1-15 6-1-15 7-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 6-1-15 Start 5-31-16 3-31-16 3-31-16 5-31-16 5-31-16 3-31-16 5-31-16 3-31-16 3-31-16 5-31-16 5-31-16 3-31-16 Maint. 3-31-16 3-31-16 3-31-16 3-31-16 End Qt. ID.8871 Coverage 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5 9/5

17 MONTEREY COUNTY SHERIFF 1410 NATIVIDAD ROAD - JAIL SALINAS TPE-5600-ED AEY134001198 52116-002 7-1-15 5-31-16 24/7									Qt. ID.8870
	17 MONTEREY COUNTY SHERIFF	1410 NATIVIDAD ROAD - JAIL	SALINAS	TPE-5600-ED	AEY134001198		7-1-15	5-31-16	24/7

BILL TO: Monterey County Sheriffs Office

Salinas, CA 93906 1414 Natividad Road - Contracts

> Daisy Fernandez CONTACT:

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



February 3, 2015

Monterey County Sheriff 1414 Natividad Road Salinas, CA 93906

RE: Sole Source Letter

### Daisy Fernandez:

The MorphoTrust USA<sup>TM</sup> TouchPrint Live Scan Fingerprinting Systems are highly specialized systems containing proprietary hardware designs and proprietary application and customization software. Both hardware and software functionality of these systems can be effectively maintained only by our engineers due to the proprietary nature of their design. Updates to the proprietary hardware and software are developed and made available by us. As such, these systems should be maintained only by our authorized technicians under a standard maintenance agreement or on a time and materials basis.

If any unauthorized technician works or tampers with our TouchPrint Fingerprinting System without express written permission from a regional technical manager, any service calls that are made by MorphoTrust USA to correct problems resulting from the unauthorized work will be charged to the customer on a time and materials basis.

If you have any questions regarding this issue, please contact me at 952-945-3373.

Sincerely,

Renny Van Lith

Penny Van Lith Contracts Administrator

SAFRAN MorphoTrust USA

### MORPHOTRUST USA, LLC SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

### U.S. End User Customers

covering

### MorphoTrust® TouchPrintTM Live Scan Product Line

### I. GENERAL SCOPE OF COVERAGE

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

### II. MAINTENANCE SERVICES

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

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

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

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

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

Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

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

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

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

field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

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

### D. <u>Help Desk Maintenance Services</u>. MorphoTrust's *Help Desk Maintenance Services* are as follows:

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

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

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

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

- A. <u>Exclusions</u>. 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 substandard supplies, or other causes beyond MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.

- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.
- B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.
- C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).
- D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

### IV. SERVICE CALLS

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

### V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

### VI. FEES FOR SERVICES

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

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

### VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

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

4-6-15

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 MORPHOTRUST'S SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST 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 MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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

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

### IX. MISCELLANEOUS

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

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



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08-19-2014

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.

th	MPORTANT: If the certificate holder ne terms and conditions of the policy ertificate holder in lieu of such endor	, cert	ain p	olicies may require an er	policy(i idorser	es) must be nent. A stat	endorsed. ement on thi	If SUBROGATION IS WAIV is certificate does not conf	ED, s	hts to the
_		Sullio	iii(s).		CONTAC	т				
PRO	DUCER MARSH USA INC.				NAME:			LEAV		
5	140 W. MADISON CHICAGO, IL 60661				PHONE (A/C, No E-MAIL ADDRES			FAX (A/G, No):		
	Altn: Carol Radwanski 312-627-6278				ADDRES		UOED(E) AEEOE	DING COVERAGE		NAIC#
					200000000000000000000000000000000000000	Liberty Mul	lual Fire Insurance	DING COVERAGE	2	3035
					INSURE	RA: Liberty Wild	tuas i ila iliadiatio	a company	- 1	2404
INSL	JRED forphoTrust USA, LLC				INSURE	RB: Liberty Inst	urance Corporatio	n		
	96 Concord Road, Third Floor				INSURE	R C : ACE Ameri	ican Insurance Co	отрапу	2	2667
	illerica, MA 01821				INSURE	RD: N/A			N	/A
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CO	VERAGES CEF HIS IS TO CERTIFY THAT THE POLICIES	CHIPIC	MIL	NUMBER:					POLIC	Y PERIOD
IN C	IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERT POLIC	REME! AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD! LIMITS SHOWN MAY HAVE	OF ANY ED BY	CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	HEREIN IS SUBJECT TO A	IO W	HICH THIS I
INSR	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	GENERAL LIABILITY			TB2641438914024		07-01-2014	07-01-2015	EACH OCCURRENCE \$		1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		1,000,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person) \$		10,000
	CLAIMS-MADE COCOR							PERSONAL & ADV INJURY \$		1,000,000
							1	GENERAL AGGREGATE \$	-	2,000,000
							1			2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$		2,000,000
	X POLICY PRO- JECT LOC					07.04.0044	07.04.0045	(C)		4 000 000
Α	AUTOMOBILE LIABILITY			AS2641438914014		07-01-2014	07-01-2015	COMBINED SINGLE LIMIT (Ea accident) \$		1,000,000
	X ANY AUTO							BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident) \$		
	y NON-OWNED							PROPERTY DAMAGE (Per accident) \$		
	A HIRED AUTOS AUTOS							\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADI							AGGREGATE \$		
	- John John John John John John John John	1						s		
	DED RETENTION \$ WORKERS COMPENSATION	-	-	WA764D438914034		07-01-2014	07-01-2015	X WC STATU- OTH-		
В	AND EMPLOYERS' LIABILITY Y/N			WC7641438914044		07-01-2014	07-01-2015			1,000,000
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		1107041400314044		01 01 2017	01 01 2010	E.L. EACH ACCIDENT \$		
OFFICER/MEMBER EXCLUDED?  (Mendatory In NH)    N / A										
	If yes, describe under DESCRIPTION OF OPERATIONS below				200			E.L. DISEASE - POLICY LIMIT \$		1,000,000
DÉSCRIPTION OF OPERATIONS below										
C Professional /										
	Technology E&O			5111. \$200,000				1.00.00		
Cou	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach AGORD 101, Additional Remarks Schedule, If more space is required)  County of Monterey, its agents, officers, and employees are included as Additional Insureds on the General Liability policy and Automobite Liability policy, but only with respect to liability caused by the acts or omissions of MorphoTrust USA, LLC in the performance of ongoing operations. Coverage afforded by the General Liability policy shall be primary and non-contributory for the Certificate Holder listed below with respect to work performed by MorphoTrust USA, LLC. Coverage is subject to the policy terms and conditions and the requirements of the written contract between the Named Insured and the Additional Insured.									
					CAN	TELL ATION				
CE	RTIFICATE HOLDER		-		T	CELLATION				
1	county of Monterey Contracts/Purchasing Department 68 West Alisal Street, 3rd Floor Ialinas, CA 93901				THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CAN EREOF, NOTICE WILL BE CY PROVISIONS.	DEL	ED BEFORE LIVERED IN
						RIZED REPRES sh USA Inc.				
	2				Manas	shi Mukherjee		Marraoni Mucco	wy	el

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### 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

to an an Community		
Insurance Company:		
Policy Number: AS2-641-438914-014	Effective Date:	
Expiration Date:		
Named Insured:		
Address:		
Additional Insured (Lessor):	SEE ATTACHED SCHEDULE	
Address:		
Designation Or Description Of "Leased Autos":	SEE ATTACHED SCHEDULE	

Limit Of Insurance				
\$ Each "Accident"				
Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus				
\$ Deductible For Each Covered "Leased Auto"				
Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus				
\$ Deductible For Each Covered "Leased Auto"				
Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus				
\$ Deductible For Each Covered "Leased Auto"				

### A. Coverage

- 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

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

### C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 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: AS2-641-438914-014 Effective Date: 07/01/2014 Expiration Date: 07/01/2015

Sales Office: 093A

Issued By: Liberty Mutual Fire Insurance Co.

POLICY NUMBER: AS2-641-438914-014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

### SCHEDULE

### Name(s) Of Person(s) Or Organization(s):

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.

Premium: \$ INCL

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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 this endorsement.

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been malled or delivered to those listed in the schedule below at least;

a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or

days before the effective date of the cancellation or reduction if we cancel or reduce the 90 insurance afforded by this policy for any other reason.

NAME

**ADDRESS** 

Safran Usa, Inc.

2201 W. Royal Lane, Suite 150 Irving, TX 75063

Policy No: AS2-641-438914-014 Effective Date: 07/01/2014

Expiration Date: 07/01/2015 Sales Office: 093A

Issued By: Liberty Mutual Fire Insurance Co.

POLICY NUMBER: TB2-641-438914-024

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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

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

A. Section II – Who is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

### However:

- The insurance afforded to such vendor only applies to the extent permitted by law; and
- If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B: With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - The insurance afforded the vendor does not apply to:
    - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b. Any express warranty unauthorized by you;
    - Any physical or chemical change in the product made intentionally by the vendor;
    - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the yendor, or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - The exceptions contained in Sub-paragraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to Section III – Limits Of Insurance:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)

Your Products

Any person or organization distributing or selling "your products" for whom you have agreed in writing prior to a loss to provide liability insurance

All of "your products" as defined in the Definitions Section

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

Policy Number TB2-641-438914-024 Issued by Liberty Mutual Fire Insurance Co.

### 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" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
- 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
- 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:

- 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.
- 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 eridorsement 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.

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

This endorsement modifies insurance provided under the following:

Name Of Person Or Organization:

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

### SCHEDULE

Issued .	Sales Office and No.	End. Serial No.
		Authorized Representative
18	Countersigned by	
respect to		
Issued 'To		
Audit Basis		,,
	1-438914-024	
	iration Date	
Premium \$		
This endorsement is executed by the LIBERTY	MUTUAL FIRE INSURANCE COMPANY	
	*	:
<b>*</b>		
Schedule above.		
completed operations hazard". Tonly to the person or organization	his waiver applies tion shown in the	
or organization and included	in the "products-	
damage arising out of your ongo "your work" done under a contract	oing operations or of with that person	
the person or organization show above because of payments we	make for injury or	
We waive any right of recovery we	may have against	
Section IV - Conditions:		
The following is added to Paragra Rights Of Recovery Against	others To Us of	
Information required to complete	this Schedule, if not shown above,	will be shown in the Declarations.
As required by written contract of	agrosmoni omerca una processo de	
As required by written contract or	agreement entered into prior to los	S

### NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### Schedule

Name of Other Person(s) / Organization(s):

Email Address:

Per Schedule on file with the Company.

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-438914-034

Effective Date

Premium \$

Issued to Safran USA Inc.

WM 90 17 09 10 Ed 09/01/2010 © 2010 Liberty Mutual Group. All Rights Reserved.

Page 1 of 1

### 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 AK, KY, NH and NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

### Schedule

Where required by contract or written agreement prior to loss and allowed by law

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. Of Col, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont, West Virginia the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Oregon the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louislana the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts the premium charge is 1% of the total manual premium.

In the state of New York the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Tennessee there is no premium charge.

In the state of Virginia the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-438914-034

Effective Date

Premium \$

Issued to Safran USA Inc.

WC 00 03 13 Ed 04/01/1984 © 1983 National Council on Compensation Insurance

Page 2 of 2

### COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

Redrited	when doing business with the county of Monterey - No					
	COUNTY OF MONTEREY	PURPOSE: Information cont	alned in this fo	orm will be used by the		
1	Contracts/Furchasing			re Information returns (Form 1099) hts to nonresident vendors. Prompt		
	168 W. Alisal Street 3 <sup>rd</sup> Floor	return of this fully comple				
RETURN	Salinas, CA 93901	processing payments.	100 101111 71111	provent actors this		
	Email: mcvss@co.monterey.ca.us					
TO:	Phone: (831) 755-4990	See Privacy Statement and C	See Privacy Statement and California Non-Resident Withholding			
	Fax: (831) 755-4969	Information on next page.				
	VEHIDOR'S LEGAL HAME (11 shown on your Income Lax return)		Legal Name Alias/DBA Both			
2	MorphoTrust USA					
100	DUSINESS NAME / DBA (If different from line 1)	PHONE HUMBER .	Planting that appropriate the first			
NAME	296 Concord Road	(952) 945-3338 (952) 945-3304				
AND ADDRESS	MAJLING ADDRESS	E-NIAIL ADORESS				
	Billerica MA 01821 chaney@morphotrust.com					
	ADDITIONALIAMILIAM ADDRESS	REMIT-TO ADDRESS				
	5705 W Old Shakopee Rd	14558 Collection	s Center	r Dr		
	CITY, STATE, ZIP CODE	REMIT-TO CITY, STATE, ZIP CODE				
	Minnetonka MN 55345	Chicago IL 606	93			
	FEDERAL FAMILOVER IDENTIFICATION ALIBABED (CIAT)	04-332	0 5 1	5 For Tax ID entry		
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):	0 4 - 3 3 2	0 2 1	mattuchia		
<b>L</b>	C CORPORATION	TRUST/ESTATE		please see next page		
TAXID	S CORPORATION	1.000 mm (mm)	LIMITED LIABILITY COMPANY (LLC)			
AND	PARTNERSHIP	C Corporation				
BUSINESS	EXEMPT PAYEE (e.g., government, non-profit)	S Corporation Payment will not be processed				
ENTITY TYPE	without an					
1 1112						
	SOCIAL SECURITY NUMBER (SSN):			taxpayer I.D. number.		
	INDIVIDUAL OR SOLE PROPRIETOR	·····				
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT:					
4	SUPPLIES/EQUIPMENT ATTORNEY SERVICES INTEREST					
PAYMENT	SERVICES (MEDICAL) LEGAL SETTLEMENT	GRANTS				
TYPE	SERVICES (NON-MEDICAL) RENT/LEASE OTHER:					
& ACTIVITY	Are you a fornier employee of the County of Monterey? Yes V No					
	Are you a Certified Green Business? Yes V No (See Information regarding green certification on next page)					
F	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page):					
5			Form 590 required if			
	California Resident			ir address above in		
VENDOR	✓ California Form 590 (Withholding Exemption Certificate) attached  section 2 is a non-CA address					
RESIDENCY STATUS						
11 112	California Non-Resident	as Tay Daniel altached	CA	NON-RESIDENTS:		
FOR CATAX PURPOSES	Walver of State withholding from California Franchi		7%	will be withheld from		
. 0311 0225	✓ California Form 590 (Withholding Exemption Certific		,	ment unless one of the		
	All services for payments issued are performed OUT			ver four boxes on left is		
	No Services are being rendered, only goods are being provided for payment					
6	thereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency					
	status change, I will promptly notify the County of Montere Authorized Representative's Name (Type or Print)	itle .				
CERTIFYING	Colleen Haney Accounting Specialist					
SIGNATURE	The state of the s	ale				
	1,5	2/19/2014	Name and the same and the same	945-3338		