



MorphoTrust USA
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 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 8750
 QUOTE DATE: 01/19/15
 CUSTOMER ID: BD-60995
 PRICE LIST: SL-LAWENF

BILL TO: BROWN COUNTY SHERIFFS OFFICE
 1400 HOUSTON ST

COVERAGE
 START DATE: 05/01/15
 END DATE: 04/30/16

BROWNWOOD, TX 76801
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
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EQUIPMENT LOCATION: BROWN COUNTY SHERIFFS OFFICE - 1050 W COMMERCIE BROWNWOOD, TX 76801

5300D-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5300D-ED 48571-01 1 \$2,970.00

PRT-DUP-M95 ANNUAL 9/5 MAINTENANCE
 TPE-PRT-DUP 48571-02 1 \$342.00

HWOX-DIGCAP-M95 ANNUAL 9/5 MAINTENANCE
 TPE-HWOX-DIGCAP 48571-03 1 \$391.00

TOTAL: \$3,703.00

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

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

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

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

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

*February 2, 2015
 (Exhibit #2)*

MORPHOTRUST USA, INC.
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

MorphoTrust™ 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, Inc.'s ("MorphoTrust") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

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

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

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

Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

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

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

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

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

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

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

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

- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

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

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

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

IV. SERVICE CALLS

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

V. TERM AND TERMINATION

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

VI. FEES FOR SERVICES

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

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

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST' 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 MORPHOTRUST' 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, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST' 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 State of Minnesota, 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.