

Bloomington, MN 55437-3107 USA

Phone (800) 932-0890 FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: 20257

QUOTE DATE: 01/17/19

CUSTOMER ID: PRICE LIST: SL-LAWENE BD-60995

COVERAGE

START DATE: 05/01/19

END DATE: 04/30/20

BILL TO: BROWN COUNTY SHERIFFS OFFICE 1400 HOUSTON ST

United States BROWNWOOD, TX 76801

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Cinica Ciarco								
COVERAGE TYPE		DESCRIPTION	NOI		SERIAL NUMBER	ER QTY		PRICE
EQUIPMENT LOCATION:	BROWN COUNTY SH	BROWN COUNTY SHERIFFS OFFICE - 1050 W COMMERCE BROWNWOOD, TX 76801	MERCE	BROWNWOOD, TX 76801			,	
5300D-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE	VANCE						
TPE-5300D-ED					48571-01	_	_	\$2,970.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE	VANCE						
1 7 7 700								
HWOX- DIGCAP- M95	ANNUAL 9/5 MAINTENANCE	VANCE			48571-03		_	\$391.00
TPE-HWOX-DIGCAP					48571-03		•	\$391.00
					101	TOTAL:	40	\$3,703.00
PLEASE CHECK PREFERRED BILLING:	RRED BILLING:	☐ ANNUAL INVOICE	OR	D QUARTERLY INVOICE	OR D	☐ MONTHLY INVOICE	NVOICE	
NAME: DEBRA BLANCHARD	BLANCHARD			PO NUMBER:				
				Andrews on the Park	the same of the sa	-	The second second	

177

PHONE:

(952) 945-3302 Ext 5547 Maintenance Contract Admin

NAME(Print) / DATE SIGNATURE BY:

PHONE / FAX:

TITLE:

EMAIL:

EMAIL: FAX:

DBlanchard@morphotrust.com

(952) 852-8747

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 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 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 binding on either seller or buyer. The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date

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

Page: 1 of 1

Quote ID: 20257

April 8,2019 (Exhibit #12)

IDEMIA IDENTITY & SECURITY USA LLC SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® 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 Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, 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 Idemia 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 Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia 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 Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components final international to the In the event Idemia ships destination. 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.

Idemia 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 Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia 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 Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia 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. <u>24/7 Maintenance Services</u>. Idemia'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 Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia 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. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customerrequested 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 Idemia's Development Management Team, require a significant development or deployment Generally, a significant development effort is one that takes Idemia more than one full business day to develop, and a significant deployment effort is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia 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. Idemia'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 Idemia's Help Desk.
 - Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia 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. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
 - Upon Idemia'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 Idemia's then current rates.
- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site). Idemia will provide Customer with up to four (4) Customerrequested 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 Idemia's Development Management Team, require a significant development or deployment effort. Generally, a significant development effort is one that takes Idemia more than one full business day to develop, and a significant deployment effort is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia 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>. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia 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 Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, 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 Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia'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 Idemia to be returned to Idemia, 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 Idemia within two (2) weeks after receipt of the replacement part. Idemia 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 Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. <u>Preventive Maintenance Services</u>. Idemia'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 Idemia's specifications for such System. Idemia 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 Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia'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 sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia 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 Idemia 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 Idemia's System documentation.
- B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia 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 Idemia 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. Idemia's inspection will be billed at Idemia'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 Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia 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. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia'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 Idemia'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 Idemia'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. <u>Fees</u>. 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 Idemia'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 Idemia's invoice for such charges. Customer understands that alterations,

attachments, specification changes, or use of substandard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

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

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified EXCEPT FOR THIS LIMITED personnel. WARRANTY, IDEMIA 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 IDEMIA'S 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 IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA 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 IDEMIA BE LIABLE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, **PROFITS** LOST OR REVENUE: LOSS. INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE: OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF 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

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

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the 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 Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.

Form W-9 (Rev. October 2018)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information

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

1 Name (as shown on your income tax return). Name is required on this line;		st intoffna	tion.	-		-			
Morpho USA Inc.	The state of the s								
2 Business name/disregarded entity name, if different from above	The same of the sa				-	7.89	-	-	
Idemia Identity & Security USA LLC									
3 Check appropriate box for federal tax classification of the person whose n following seven boxes.	appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the greven boxes.					Examptions (codes apply only to rtain entities, not individuals; see tructions on page 3):			
5 Individual/sole proprietor or C Corporation S Corporation single-member LLC	on Partnership	☐ Trust/e	estate			code (if a			
Limited liability company, Enter the tax classification (C=C corporation,	S=S corporation, P=Partners	ship) >		evenilar i	hayou	cores (n s			
Note: Check the appropriate box in the line above for the tax classificated LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax	Limited liability company, Enter the tax classification (C=C corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a lengte-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.						rting		
☐ Other (see Instructions) ▶		ex classification of its owner. Pagins to accounts mentalined out					Owiside:	the U.S.	
	Requester's name a				and address (optional)				
296 Concord Road, Suite 300									
6 Cily, state, and ZIP code									
Billerica, MA 01821 7 List account number(s) here (optional)			-7-						
r ass account number(a) nere (optiones)									
Part I Taxpayer Identification Number (TIN)								Resident to you have	
Enter your TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to an	oid S	ocial sacu	rity our	nher	-			
backup withholding. For individuals, this is cenerally your social security of	umhor (SSN) Howayar fr	ora	1 1	curity number					
resident alien, sole proprietor, or disregarded entity, see the instructions for entities, it is your employer identification number (EIN). If you do not have	or Part I, later. For other	10		-		-			
IIIV, later.	_	or	-	J beam		1			
Note: If the account is in more than one name, see the instructions for line Number To Give the Requester for guidelines on whose number to enter.	1. Also see What Name :	and E	mployer le	iantifica	stion :	number			
restricts to care the nequester for guidelines on whose number to smer,		2	7 -	4 3	8	8 8	0	7	
Part II Certification			11	1,1,	T	9 9	0	1	
Under penalties of perjury, I certify that.									
The number shown on this form is my correct taxpayer identification number shown on this form is my correct taxpayer identification number shown on this form is my correct taxpayer identification number shown on this form is my correct taxpayer identification number shown on this form is my correct taxpayer identification number shown on this form is my correct taxpayer.	mhar for Lam weiting for	n a combac à	a h a !						
 I am not subject to backup withholding because: (a) I am exempt from b Service (IRS) that I am subject to backup withholding as a result of a fail no longer subject to backup withholding; and 	the maintaine as the	I have not	lease	. Pt 1 6-			Reve ne th	at I am	
3. I am a U.S. citizen or other U.S. person (defined below); and									
4. The FATCA code(s) entered on this form (if any) indicating that I am exer	mpt from FATCA reporting	o la rovien	t						
Certification instructions. You must cross out Item 2 above if you have been you have failed to report all interest and dividends on your tax return. For real acquisition or abandonment of secured property, cancellation of debt, contribution other than interest and dividends, you are not required to sign the certification.	not fied by the IRS that yo	does not a	ntly subje poly. For	mortga	ge in	erest pa	id,		
Sign Here U.S. person ►	(Date >	2/3	18					
General Instructions	Form 1099-DIV (div funds)	vidends, în	cluding ti	nosa fr	om st	ocks or	mutu	ıgi	
Section references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-MISC (Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 			ross				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted	* Form 1099-8 (stoc	Form 1099-8 (stock or mutual fund sales and certain other transactions by brokers)							
after they were published, go to www.irs.gov/FormW9.	 Form 1099-S (proc 	 Form 1099-S (proceeds from real estate transactions) 							
Purpose of Form		 Form 1099-K (merchant card and third party network transactions) 							
an individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer 1098-T (tuition)				rest).				
(SSN), individual taxpayer identification number (ITIN), adoption		• Form 1099-C (canceled dept)							
taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information	Use Form W-9 on	Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident							
returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)	If you do not return	allen), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might							
para,	later.	be subject to backup withholding. See What a backup withholding.							



January 1, 2018

RE: Idemia Identity & Security USA LLC: TIN 04-3320515

To Whom It May Concern:

Regarding Idemia Identity & Security USA LLC tax payer identification number and how we must complete a W-9, please be aware of the following:

- 1. Idemia Identity & Security USA LLC is a Delaware limited liability company with TIN 04-3320515.
- Idemia Identity & Security USA LLC is the operating company which performs all work and holds the bank accounts (thus EFT forms reference Idemia Identity & Security USA LLC TIN 04-3320515).
- Idemia Identity & Security USA LLC is a single-member limited liability company which is owned by Morpho USA Inc. (TIN 27-4388807).
 Morpho USA Inc. is strictly a holding company which does not perform work nor enter into contracts directly with customers.
- 4. For federal tax purposes Idemia Identity & Security USA LLC is treated as a disregarded entity (thus taxes are paid at the owner level).
- 5. When a single member LLC is treated as a disregarded entity, based on the way the IRS has designed the W-9 form, it must complete a W-9 using the name and taxpayer id number of the owner/corporate parent. In the directions which accompany the W-9 you will see under the name section on page 2 the form makes it clear that a disregarded LLC must use the name of the owner on "Name" line and its own name in the "Business name/disregarded entity name" line: Under the Taxpayer Identification Number section on page 3, a disregarded entity must use the TIN of the owner:

Disregarded entity. Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-S.

Part 1, Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

 As such, Idemia Identity & Security USA LLC TIN is 04-3320515 but must complete a W-9 as attached listing the owner's TIN. Idemia Identity & Security USA LLC will not issue an invalid W-9. I urge you to contact your own tax group or the IRS to confirm if you have questions.

If you have additional questions, please contact Diane Grochmal in my department at (978)-215-2570 or Diane.Grochmal@us.idemia.com.

Sincerely,

Gregory W. Magoon, CFO

Idemia Identity & Security USA LLC 296 Concord Road - Suite #300 Billerica, MA 01821 T: +1 978-215-2400

F: +1 978-215-2500

www.morphotrust.com

Becky Caffey

From:

Blanchard Deb < Debra. Blanchard@us.idemia.com>

Sent:

Thursday, January 17, 2019 7:49 AM bcsojailadmin@browncountytx.org

To: Subject:

Idemia Identity & Security USA LLC (formerly MorphoTrust USA) Maintenance

Agreement 20257

Attachments:

Brown County Sheriffs Orffice 20257.pdf; 2018 Livescan System Maintenance Terms and

Conditions - U.S. Customers (Idemia IS USA LLC) (003).pdf; W9 Idemia Identity Security

USA LLC with Letter.pdf

According to our records your Maintenance with Idemia Identity & Security USA LLC™ (formerly MorphoTrust USA) for your Fingerprinting Equipment expires on April 30, 2019.

Your coverage is: Annual 9/5 Coverage

Attached for your review is the Maintenance Agreement Addendum quote that continues your current coverage. Please sign and date the Maintenance Agreement Addendum and return by fax or email along with your purchase order for funding. Once the addendum is returned we will send an invoice.

If you are interested in changing your coverage the following options are available:

*Annual Helpdesk Coverage

*Annual 24/7 Coverage

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

Thank you.

Debra BLANCHARD

Maint. Contract Admin | Sales Operations | Maintenance Agreements



debra.blanchard@us.IDEMIA.com

Join us on (f) (g) (in) (in)

TRE-53000- 4D Live Scan
TRP RT-DUP-CandpinterTRA HWOX Dib-CAP Camera