

## AGREEMENT FOR SERVICES #347-S0811

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THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Identix, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 5705 W. Old Shakopee Road, Suite 100, Bloomington, MN 55437; whose Agent for Service of Process is CSC-Lawyers Incorporating Service, P.O. Box 526036, Sacramento, CA 95852-6036; (hereinafter referred to as "Contractor");

### WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide equipment maintenance on LIVESCAN fingerprinting equipment located in various offices for the El Dorado County Sheriff's Office; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

#### ARTICLE I

Scope of Services: Contractor agrees to provide maintenance on fingerprinting equipment located in various offices for the El Dorado County Sheriff's Office. Services shall include, but not be limited to those described in Exhibit "A", marked "Identix Incorporated System Maintenance Terms and Conditions", incorporated herein and made by reference a part hereof.

## ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of March 22, 2007 through June 30, 2008. The maintenance start date shall vary by system in accordance with Exhibit "A".

## ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor one lump sum annually in advance. Payment shall be made within thirty (30) days following the full execution of this Agreement. For the purposes hereof, the billing rates shall be in accordance with Exhibit "B", marked "Maintenance Summary", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$77,983.00.

## ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE IX

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (30) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
  
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: MARY PIERCE, FISCAL ADMINISTRATIVE MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

IDENTIX, INC.  
5705 W. OLD SHAKOPEE ROAD, SUITE 100  
BLOOMINGTON, MN 55437

or to such other location as the Contractor directs.

## ARTICLE XI

**Indemnity:** County shall be responsible for damages caused by the negligent acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. Contractor shall be responsible for damages caused by the negligent acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of Contractor and County that the provision of this paragraph be interpreted to impose on each party, responsibility for the negligent acts of their respective officers, employees and agents. It is also the intention of Contractor and County that, where comparative negligence is determined to have been contributory, principals of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees and agents up to the maximum extent of Contractor's insurance policy.

Notwithstanding anything to the contrary in this agreement, the parties hereby exclude all warranties, express or implied by law, representation or course of dealing, with respect to the products and services that may be provided under this Agreement, and expressly exclude all warranties of merchantability, fitness for a particular purpose and non-infringement. Contractor shall not be responsible for any indirect, special, punitive, incidental, consequential or costs of cover damages, including but not limited to damages arising out of this Agreement. Contractor's total aggregate liability shall in any case not exceed the total payments actually paid by the County under this Agreement.

Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

## ARTICLE XII

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is not required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- J. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- K. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- L. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

### ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

### ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

### ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

### ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Mary Pierce, Fiscal Administration Manager, Sheriff's Office, or successor.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under code of Civil Procedure Section 394.

ARTICLE XXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Mary M Pierce Dated: 12/13/07  
Mary Pierce  
Fiscal Administration Manager  
Sheriff's Office

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Jeff Neves Dated: 12/13/07  
Jeff Neves  
Sheriff



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

Dated: \_\_\_\_\_

IDENTIX INCORPORATED  
A DELAWARE CORPORATION

By:  \_\_\_\_\_  
~~Jim Moor~~ Joseph Atick, President and  
Chief Executive Officer  
"Contractor"

By:  \_\_\_\_\_  
Corporate Secretary

Dated: 3/5/08

IDENTIX INCORPORATED  
SYSTEM MAINTENANCE TERMS AND CONDITIONS

*for use with*

**U.S. End User Customers**

*covering*

**Identix® Live Scan Product Line**

## I. GENERAL SCOPE OF COVERAGE

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

## II. MAINTENANCE SERVICES

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

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

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

tariffs, taxes, and all other delivery related charges.

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

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

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

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

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort.** In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

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

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant**

**development effort.** In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

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

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

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

### III. EXCLUSIONS FROM SERVICES

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

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., 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 Identix' System documentation.

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

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

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

### IV. SERVICE CALLS

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

## V. TERM AND TERMINATION

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

## VI. FEES FOR SERVICES

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

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

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

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' 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

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

## IX. MISCELLANEOUS

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



**Identix, Incorporated**  
 5600 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 932-0888  
 TIN #: 94-2842486

# MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	System
PV-18142	02-14-2007	08-13-2007	None	1206-00

**Billing Address**

El Dorado County Probation  
 1041 Al Tahoe Boulevard  
 South Lake Tahoe  
 South Lake Tahoe, CA 96150  
 USA  
 David Russell  
 530-621-5967  
 530-621-2430

**Equipment Location**

El Dorado County Probation  
 1041 Al Tahoe Boulevard  
 South Lake Tahoe  
 South Lake Tahoe, CA 96150  
 USA  
 David Russell  
 530-621-5967  
 530-621-2430

Please refer to System ID number when placing a service call.

Your System ID# is: **1206-00387**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XCH-BD	TouchPrint™ 3800 enhanced definition Live	1	0.00	6,940.00	8,280.00	0.00
TP-3800XCH-PM	Preventive Maintenance for TP-3800XCH	1	0.00	0.00	0.00	262.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	0.00	416.00	556.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	0.00
TP-PRT-MEM	TouchPrint™ Printer Memory Upgrade - adds	1	0.00	0.00	0.00	110.00
TP-PRT-TRAY	TouchPrint™ Additional Tray 500 Sheet	1	0.00	0.00	0.00	0.00
TP-SWOX-DIEXAD	Additional License Pcc. for an external	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-CSTX-CAH1	California Live Scan/SNP/Card Scan	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-COMX-NFSCCLNT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NECFIP	NATMS AFIS Protocol Support w/ FTP:	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	0.00	0.00	0.00
<b>Total (Except for Preventive)</b>			0.00	1,396.00	1,396.00	0.00
			88,752.00		10,232.00	372.00

NOTE: TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.  
 Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.  
 Dial-In Modem: Access Telephone Number \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

- \*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- \*\*\*Parts plus on site support 24 hours a day, 7 days a week.
- \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



# MAINTENANCE AGREEMENT ADDENDUM

**Identix, Incorporated**  
 5600 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 932-0888  
 TIN #: 94-2842480

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	System
PV-18142	02-14-2007	08-13-2007	None	1206-00

### Billing Address

El Dorado County Probation  
 1041 Al Tahoe Boulevard  
 South Lake Tahoe  
 South Lake Tahoe, CA 96150  
 USA  
 David Russell  
 530-621-5967  
 530-621-2430

### Equipment Location

El Dorado County Probation  
 1041 Al Tahoe Boulevard  
 South Lake Tahoe  
 South Lake Tahoe, CA 96150  
 USA  
 David Russell  
 530-621-5967  
 530-621-2430

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 03/29/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = 50.00 per term of contract - prepayment.
- 9/5 price = \$8,752.00 per term of contract - prepayment.
- 24/7 price = \$10,232.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$372.00 per time x \_\_\_\_\_ times per term of contract = \$ \_\_\_\_\_.

TOTAL Cost \$ 10,232.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lith  
 NAME: Penny Van Lith  
 TITLE: Contracts Administrator  
 DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: REVISED (8-29-07) Ending on 6-30-08 per Dustin



**Identix, Incorporated**  
 5600 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 932-0888  
 TIN #: 94-2842498

# MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract (if applicable)	System
PV-18143	02-14-2007	08-13-2007	None	1006-00

**Billing Address**

El Dorado County Probation  
 299 Fairlane Road  
 Placerville  
 Placerville, CA 95667  
 USA  
 David Russell  
 530-621-5967  
 530-621-2430

**Equipment Location**

El Dorado County Probation  
 299 Fairlane Road  
 Placerville  
 Placerville, CA 95667  
 USA  
 David Russell  
 530-621-5967  
 530-621-2430

Please refer to System ID number when placing a service call.

Your System ID# is: **1006-00384**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XCH-ED	TouchPrint™ 3800 enhanced definition Live	1	0.00	6,986.00	8,334.00	0.00
TP-3800XCH-PM	Preventive Maintenance for TP-3800XCH	1	0.00	0.00	0.00	262.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	0.00	419.00	559.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	0.00
TP-PRT-MEM	TouchPrint™ Printer Memory Upgrade - add	1	0.00	0.00	0.00	110.00
TP-PRT-TRAY	TouchPrint™ Additional Tray 500 Sheet	1	0.00	0.00	0.00	0.00
TP-SWOX-DIEXAD	Additional License Fee for an external	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCT Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-CSTX-CAH1	California Live Scan/SNF/Card Scan	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-COMX-NFSCFLT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NECFPT	NATMS AFIS Protocol Support w/ FTP:	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	0.00	0.00	0.00
<b>Total (Except for Preventive)</b>			0.00	1,405.00	1,405.00	0.00
			\$8,810.00	\$10,298.00	\$372.00	

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.

Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.  
 Dial-In Modem: Access Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

- \*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- \*\*\*Parts plus on site support 24 hours a day, 7 days a week.
- \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.





Identix, Incorporated  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2842498

# MAINTENANCE AGREEMENT ADDENDUM

Quotation information				
Number	Date	Valid Until	Contract(if applicable)	System
PV-18143	02-14-2007	08-13-2007	None	1006-00

### Billing Address

El Dorado County Probation  
299 Fairlane Road  
Placerville  
Placerville, CA 95667  
USA  
David Russell  
530-621-5967  
530-621-2430

### Equipment Location

El Dorado County Probation  
299 Fairlane Road  
Placerville  
Placerville, CA 95667  
USA  
David Russell  
530-621-5967  
530-621-2430

Please refer to System ID number when placing a service call.

EFFECTIVE START DATE: 03/26/2007 END DATE: 06/30/2008

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$0.00 per term of contract - prepayment.
- 9/5 price = \$8,810.00 per term of contract - prepayment.
- 24/7 price = \$10,298.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$372.00 per time x \_\_\_\_\_ times per term of contract = \$ \_\_\_\_\_.

TOTAL Cost \$ 10,298.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lish  
 NAME: Penny Van Lish  
 TITLE: Contracts Administrator  
 DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: REVISED (8-29-07) Ending on 6-30-08 per Dustin

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(If applicable)	SystemID
PV-20950	07-02-2007	12-29-2007	None	IDX-105775

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
300 Forni Road  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID  
number when placing a service  
call.

Your System ID# is: **IDX-105775**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-2600	TouchPrint™ 600 Applicant Fingerprinting	1	2,504.00	2,905.00	4,356.00	0.00
TP-XXXX-PM	Preventive Maintenance, Price per visit.	1	0.00	0.00	0.00	126.00
TP-1667N	NATMS AFIS Protocol Support	1	98.00	163.00	245.00	0.00
TP-628N	TouchPrint Version 5 Network File System (NFS)	1	58.00	95.00	142.00	0.00
TP-RSMM	RSM Pro Manager	1	43.00	71.00	107.00	0.00
TP-UPS	Power Supply	1	32.00	65.00	131.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
<b>Total (Except for Preventive)</b>			<b>\$2,735.00</b>	<b>\$4,407.00</b>	<b>\$6,089.00</b>	<b>\$126.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.  
Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number \_\_\_\_\_

Secure ID, VPN, Other: Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

\*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

\*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

\*\*\*Parts plus on site support 24 hours a day, 7 days a week.

\*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

Identix, Incorporated  
5800 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 832-0888  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20950	07-02-2007	12-29-2007	None	IDX-105775

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
300 Forni Road  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 07/01/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

*EOL*

- Helpdesk price = \$2,735.00 per term of contract - prepayment.
- 9/5 price = \$4,407.00 per term of contract - prepayment.
- 24/7 price = \$6,089.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$126.00 per time x \_\_\_\_\_ times per term of contract = \$\_\_\_\_\_.

TOTAL Cost \$ 4,407.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lith  
NAME: Penny Van Lith  
TITLE: Contracts Administrator  
DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: PLEASE NOTE: As of June 30, 2008 Identix will no longer provide a maintenance agreement for the TP-2600 or TP-2000 Livescan Fingerprinting systems. However, Identix will continue to support these systems on a Time and Material basis as long as parts are available. Please contact Gordon Enos at 206-283-3009 for information on the new TP-3000 livescan series Identix has to offer.

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20951	07-02-2007	12-29-2007	None	3704-00139

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
300 Forni Road  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID  
number when placing a service  
call.

Your System ID# is: **3704-00139**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XC	TouchPrint™ Upgradeable Live Scan Booking	1	0.00	3,494.00	4,067.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-COMX-NECNFS	NATMS AFIS Protocol Support w/ NFS:	1	0.00	0.00	0.00	0.00
TP-COMX-SMTP	Electronic Fingerprint Records Transmission via	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-PRT-SW	TouchPrint Appendix F Cert Printer Software-	1	0.00	0.00	0.00	0.00
TP-SWOX-RMSIF	Records Management System Interface:	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
<b>Total (Except for Preventive)</b>				<b>\$4,602.00</b>	<b>\$5,175.00</b>	<b>\$131.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum. Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number \_\_\_\_\_

Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

\*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

\*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

\*\*\*Parts plus on site support 24 hours a day, 7 days a week.

\*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 832-0888  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20951	07-02-2007	12-29-2007	None	3704-00139

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
300 Forni Road  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 07/01/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price - \$0.00 per term of contract - prepayment.
- 9/5 price = \$4,602.00 per term of contract - prepayment.
- 24/7 price = \$5,175.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$131.00 per time x \_\_\_\_\_ times per term of contract = \$ \_\_\_\_\_.

TOTAL Cost \$ 4,602.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lith  
NAME: Penny Van Lith  
TITLE: Contracts Administrator  
DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0088  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20952	07-02-2007	12-29-2007	None	3804-00141

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
1051 AI Tahoe Road  
South Lake Tahoe, CA 96150  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID  
number when placing a service  
call.

Your System ID# is: **3804-00141**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XC	TouchPrint™ Upgradeable Live Scan Booking	1	0.00	3,494.00	4,067.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-COMX-NECNFS	NATMS AFIS Protocol Support w/ NFS;	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-PRT-SW	TouchPrint Appendix F Cort Printer Software.	1	0.00	0.00	0.00	0.00
TP-SWOX-DIEXAD	Additional License Fee; for an external	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	0.00	0.00	0.00
<b>Total (Except for Preventive)</b>				<b>\$4,602.00</b>	<b>\$5,175.00</b>	<b>\$131.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.

Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number \_\_\_\_\_

Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

\*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

\*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

\*\*\*Parts plus on site support 24 hours a day, 7 days a week.

\*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2042498

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20952	07-02-2007	12-29-2007	None	3804-00141

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
1051 Al Tahoe Road  
South Lake Tahoe, CA 96150  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 07/01/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$0.00 per term of contract - prepayment.
- 9/5 price = \$4,602.00 per term of contract - prepayment.
- 24/7 price = \$5,175.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$131.00 per time x \_\_\_\_\_ times per term of contract = \$\_\_\_\_\_.

TOTAL Cost \$ 5,175<sup>00</sup> Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lith  
NAME: Penny Van Lith  
TITLE: Contracts Administrator  
DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0698  
TIN #: 91-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20953	07-02-2007	12-29-2007	None	3804-00140

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
1560 Johnson Boulevard  
South Lake Tahoe, CA 96150  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID  
number when placing a service  
call.

Your System ID# is: **3804-00140**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XC	TouchPrint™ Upgradeable Live Scan Booking	1	0.00	3,494.00	4,067.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-COMX-NECNFS	NATMS AFIS Protocol Support w/ NFS:	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	0.00	342.00	458.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-PRT-SW	TouchPrint Appendix F Cert Printer Software.	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
<b>Total (Except for Preventive)</b>				<b>\$4,944.00</b>	<b>\$5,633.00</b>	<b>\$241.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.

Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.  
Dial-In Modem: Access Telephone Number \_\_\_\_\_  
Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

- \*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- \*\*\*Parts plus on site support 24 hours a day, 7 days a week.
- \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



**MAINTENANCE AGREEMENT ADDENDUM**

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (852) 932-0888  
TIN #: 94-2042496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20953	07-02-2007	12-29-2007	None	3804-00140

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

El Dorado County Sheriff  
1360 Johnson Boulevard  
South Lake Tahoe, CA 96150  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID  
number when placing a service  
call.

**EFFECTIVE START DATE: 07/01/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$0.00 per term of contract - prepayment.
- 9/5 price = \$4,944.00 per term of contract - prepayment.
- 24/7 price = \$5,633.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$241.00 per time x \_\_\_\_\_ times per term of contract = \$\_\_\_\_\_.

TOTAL Cost \$ 4,944.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lith  
NAME: Penny Van Lith  
TITLE: Contracts Administrator  
DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**



**Identix, Incorporated**  
 5600 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 832-0888  
 TIN #: 94-2042496

# MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	System
PV-18144	02-14-2007	08-13-2007	None	1006-00

**Billing Address**

El Dorado County Sheriff's Department  
 300 Fair Lane  
 Fair Lane  
 Placerville, CA 95667  
 USA  
 Lori Lucius  
 530-621-6045  
 530-626-9472

**Equipment Location**

El Dorado County Sheriff's Department  
 300 Fair Lane  
 Fair Lane  
 Placerville, CA 95667  
 USA  
 Lori Lucius  
 530-621-6045  
 530-626-9472

Please refer to System ID number when placing a service call.

Your System ID# is: **1006-00377**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XCH-ED	TouchPrint™ 3800 enhanced definition Live	1	0.00	7,046.00	8,406.00	0.00
TP-3800XCH-PM	Preventive Maintenance for TP 3800XCH	1	0.00	0.00	0.00	262.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	0.00	422.00	564.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-PRT-MEM	TouchPrint™ Printer Memory Upgrade - adds	1	0.00	0.00	0.00	0.00
TP-PRT-TRAY	TouchPrint™ Additional Tray 500 Sheet	1	0.00	0.00	0.00	0.00
TP-SWOX-DIEXAD	Additional License Fee: for an external	1	0.00	0.00	0.00	0.00
TP-HTWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-CSTX-CAH1	California Live Scan/SNF/Chad Scan	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-COMX-NBCFTP	NATMS AFIS Protocol Support w/ ITP:	1	0.00	0.00	0.00	0.00
TP-COMX-NFSCLNT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	0.00	0.00	0.00
<b>Total (Except for Preventive)</b>			0.00	1,418.00	1,418.00	0.00
				<b>58,886.00</b>	<b>\$10,388.00</b>	<b>\$372.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.  
 Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.  
 Dial-In Modem: Access Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

- \*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- \*\*\*Parts plus on site support 24 hours a day, 7 days a week.
- \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



**Identix, Incorporated**  
 5600 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 932-0888  
 TIN #: 94-2842498

# MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	System
PV-18144	02-14-2007	08-13-2007	None	1006-00

**Billing Address**

El Dorado County Sheriff's Department  
 300 Fair Lane  
 Fair Lane  
 Placerville, CA 95667  
 USA  
 Lori Lucius  
 530-621-6045  
 530-626-9472

**Equipment Location**

El Dorado County Sheriff's Department  
 300 Fair Lane  
 Fair Lane  
 Placerville, CA 95667  
 USA  
 Lori Lucius  
 530-621-6045  
 530-626-9472

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 03/22/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$0.00 per term of contract - prepayment.
- 9/5 price = \$8,886.00 per term of contract - prepayment.
- 24/7 price = \$10,388.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$372.00 per time x \_\_\_\_\_ times per term of contract = \$\_\_\_\_\_.

TOTAL Cost \$ 8,886.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny Van Lith  
 NAME: Penny Van Lith  
 TITLE: Contracts Administrator  
 DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: REVISED (8-29-07) Ending on 6-30-08 per Dustin

**MAINTENANCE AGREEMENT ADDENDUM**

Identix, Incorporated  
 5800 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 932-0888  
 TIN #: 94-2842486

Quotation Information				
Number	Date	Valid Until	Contract (if applicable)	System ID
PV-18592	03-07-2007	09-03-2007	None	2406-004

**Billing Address**

El Dorado County Sheriff  
 300 Fair Lane  
 Placerville, CA 95667  
 USA  
 Lori Lucius  
 530-621-6045

**Equipment Location**

El Dorado County Sheriff Department  
 300 Forni Road  
 Placerville, CA 95667  
 USA  
 Lori Lucius  
 530-621-6045

Please refer to System ID number when placing a service call.

Your System ID# is: **2406-00451**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XCH-ED	TouchPrint™ 3800 enhanced definition Live	1	0.00	5,598.00	6,678.00	0.00
TP-3800XCH-PM	Preventive Maintenance for TP-3800XCH	1	0.00	0.00	0.00	262.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	0.00	335.00	448.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-PRT-MEM	TouchPrint™ Printer Memory Upgrade - adds	1	0.00	0.00	0.00	0.00
TP-PRT-TRAY	TouchPrint™ Additional Tray 500 Sheet	1	0.00	0.00	0.00	0.00
TP-SWOX-DIEXAD	Additional License Fee: for an external	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-CSTX-CAH1	California Live Scan/SNF/Card Scan	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-COMX-NFSCLNT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NBCNTP	NATMS AFIS Protocol Support w/ FTP:	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	0.00	0.00	0.00
<b>Total (Except for Preventive)</b>				<b>\$7,059.00</b>	<b>\$8,252.00</b>	<b>\$372.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.

Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.  
 Dial-In Modem: Access Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

- \*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- \*\*\*Parts plus on site support 24 hours a day, 7 days a week.
- \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



# MAINTENANCE AGREEMENT ADDENDUM

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 832-0888  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract (if applicable)	System
PV-18592	03-07-2007	09-03-2007	None	2406-00

### Billing Address

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Lori Lucius  
530-621-6045

### Equipment Location

El Dorado County Sheriff Department  
300 Forni Road  
Placerville, CA 95667  
USA  
Lori Lucius  
530-621-6045

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 06/26/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$0.00 per term of contract - prepayment.
- 9/5 price = \$7,059.00 per term of contract - prepayment.
- 24/7 price = \$8,252.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$372.00 per time x \_\_\_\_\_ times per term of contract = \$ \_\_\_\_\_.

TOTAL Cost \$ 8,252.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

BY: Penny VanLith  
 NAME: Penny Van Lith  
 TITLE: Contracts Administrator  
 DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: REVISED (8-29-07) Ending on 6-30-08. per Dustin

**Identix, Incorporated**  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20949	07-02-2007	12-29-2007	None	IDX-100965

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

Placerville Police Department  
730 Main Street  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID number when placing a service call.

Your System ID# is: **IDX-100965**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-2000WEC	TouchPrint™ 600 Live-Scan System with	1	2,708.00	4,513.00	6,770.00	0.00
TP-XXXX-PM	Preventive Maintenance. Price per visit.	1	0.00	0.00	0.00	126.00
TP-2614LT/610	FBI Accredited TouchPrint 600 Duplex	1	1,179.00	1,619.00	2,169.00	0.00
TP-617P0	TCPIP Interconnect Kit	1	36.00	60.00	90.00	0.00
TP-628N	TouchPrint Version 5 Network File System (NFS)	1	58.00	95.00	142.00	0.00
TP-666N	NATMS AFIS Protocol Support Plus WSQ	1	253.00	422.00	632.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
<b>Total (Except for Preventive)</b>			<b>\$4,234.00</b>	<b>\$7,817.00</b>	<b>\$10,911.00</b>	<b>\$126.00</b>

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum. Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number \_\_\_\_\_  
Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

- \*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- \*\*\*Parts plus on site support 24 hours a day, 7 days a week.
- \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

**MAINTENANCE AGREEMENT ADDENDUM**

Identix, Incorporated  
5600 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0889  
TIN #: 94-2642496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
PV-20949	07-02-2007	12-29-2007	None	IDX-100965

**Billing Address**

El Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

**Equipment Location**

Placerville Police Department  
730 Main Street  
Placerville, CA 95667  
USA  
Mary Pierce  
530-621-6674  
530-626-8091

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 07/01/2007 END DATE: 06/30/2008**

EOL

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$4,234.00 per term of contract - prepayment.
- 9/5 price = \$7,817.00 per term of contract - prepayment.
- 24/7 price = \$10,911.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$126.00 per time x \_\_\_\_\_ times per term of contract = \$ \_\_\_\_\_.

TOTAL Cost \$ 10,911.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:

- Annual Invoice or
- Quarterly Invoice or
- Monthly Invoice

BY: Penny Van Lith  
NAME: Penny Van Lith  
TITLE: Contracts Administrator  
DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: PLEASE NOTE: As of June 30, 2008 Identix will no longer provide a maintenance agreement for the TP-2600 or TP-2000 Livescan Fingerprinting systems. However, Identix will continue to support these systems on a Time and Material basis as long as parts are available. Please contact Gordon Enos at 206-283-3009 for information on the new TP-3000 Livescan series Identix has to offer.



# MAINTENANCE AGREEMENT ADDENDUM

**Identix, Incorporated**  
 5600 Rowland Road  
 Minnetonka, MN 55343  
 Tel: (952) 832-0888  
 TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	System
DB-18257	02-20-2007	08-19-2007	None	1206-00

**Billing Address**  
 South Lake Tahoe Police Department  
 1352 Johnson Boulevard  
 South Lake Tahoe, CA 96150  
 USA  
 Pam Sullivan  
 530-542-6131  
 530-542-6146

**Equipment Location**  
 South Lake Tahoe Police Department  
 1352 Johnson Boulevard  
 South Lake Tahoe, CA 96150  
 USA  
 Pam Sullivan  
 530-542-6131  
 530-542-6146

Please refer to System ID number when placing a service call.

Your System ID# is: 1206-00397

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3800XCH-ED	TouchPrint™ 3800 enhanced definition Live	1	0.00	6,971.00	8,316.00	0.00
TP-3800XCH-PM	Preventive Maintenance for TP-3800XCH	1	0.00	0.00	0.00	262.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	0.00	418.00	558.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-PRT-MEM	TouchPrint™ Printer Memory Upgrade - add	1	0.00	0.00	0.00	0.00
TP-PRT-TRAY	TouchPrint™ Additional Tray 500 Sheet	1	0.00	0.00	0.00	0.00
TP-SWOX-DIEXAD	Additional License Fee for an external	1	0.00	0.00	0.00	0.00
TP-COMX-NFSCLENT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-HWOX-MODEM	TouchPrint™ Dedicated Dial-Up Modem w/	1	0.00	0.00	0.00	0.00
TP-COMX-NBCFTP	NATMS APIS Protocol Support w/ FTP:	1	0.00	0.00	0.00	0.00
TP-CSTX-CA001	California Live Scan Enterprise Customization.	1	0.00	0.00	0.00	0.00
TP-CSTX-CAH1	California Live Scan/SNF/Card Scan	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Fast	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	0.00	0.00	0.00
<b>Total (Except for Preventive)</b>				1,402.00	1,402.00	0.00
				58,791.00	10,276.00	5372.00

**NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.  
 Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.  
 Dial-In Modem: Access Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PERIOD OF COVERAGE:**

\*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.  
 \*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.  
 \*\*\*Parts plus on site support 24 hours a day, 7 days a week.  
 \*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



**MAINTENANCE AGREEMENT ADDENDUM**

**Identix, Incorporated**

5800 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2642496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	System
DB-18257	02-20-2007	08-19-2007	None	1206-00

**Billing Address**

South Lake Tahoe Police Department  
1352 Johnson Boulevard  
South Lake Tahoe, CA 96150  
USA  
Pam Sullivan  
530-542-6131  
530-542-6146

**Equipment Location**

South Lake Tahoe Police Department  
1352 Johnson Boulevard  
South Lake Tahoe, CA 96150  
USA  
Pam Sullivan  
530-542-6131  
530-542-6146

Please refer to System ID number when placing a service call.

**EFFECTIVE START DATE: 03/27/2007 END DATE: 06/30/2008**

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$0.00 per term of contract - prepayment.
- 9/5 price = \$8,791.00 per term of contract - prepayment.
- 24/7 price = \$10,276.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$372.00 per time x \_\_\_\_\_ times per term of contract = \$ \_\_\_\_\_

TOTAL Cost \$ 10,276.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing:

- Annual Invoice or
- Quarterly Invoice or
- Monthly Invoice

BY: Penny VanLith on behalf  
 NAME: Debbie Blanchard of Debbie B  
 TITLE: Contracts Administrator Blanchard  
 DATE: August 29, 2007

P.O. #: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Additional Comments: REVISED - 8-29-07 - Per Dustin end on 6-30-08

Exhibit "B"  
Maintenance Summary

**EI Dorado County Sheriff, CA  
Maintenance - Summary  
2007-2008**

Account	Address	System Part #	Serial #	Maint. Start	Maint. End	Qt. #	9/5 Cost	24/7 Cost	PM Cost (per visit)	Coverage Chose	Total \$
EI Dorado County Probation	1041 Al Tahoe Blvd., South Lake Tahoe	TP-3800XCH-ED	1206-00387	3/29/07	6/30/08	PV-18142		10,232.00	0.00	24/7	
EI Dorado County Probation	269 Fairlane Road, Placerville	TP-3800XCH-ED	1006-00384	3/26/07	6/30/08	PV-18143		10,238.00	0.00	24/7	
EI Dorado County Sheriff	300 Forti Road, Placerville	TP-2600	IDX-105775	7/1/07	6/30/08	PV-20950	4,407.00		0.00	9/5	
EI Dorado County Sheriff	300 Forti Road, Placerville	TP-3800XC	3704-00139	7/1/07	6/30/08	PV-20951	4,632.00		0.00	9/5	
EI Dorado County Sheriff	1051 Al Tahoe Rd, South Lake Tahoe	TP-3800XC	3804-00141	7/1/07	6/30/08	PV-20952		5,175.00	0.00	24/7	
EI Dorado County Sheriff	1350 Johnson Blvd., South Lake Tahoe	TP-3800XC	3804-00140	7/1/07	6/30/08	PV-20953	4,944.00		0.00	9/5	
EI Dorado County Sheriff	300 Fair Lane, Placerville	TP-3800XCH-ED	1006-00377	3/22/07	6/30/08	PV-18144	8,856.00		0.00	9/5	
EI Dorado County Sheriff	300 Forti Road, Placerville	TP-3800XCH-ED	2406-00451	6/26/07	6/30/08	PV-18592		8,252.00	0.00	24/7	
Placerville Police Department	730 Main Street, Placerville	TP-2000WEC	IDX-100965	7/1/07	6/30/08	PV-20949		10,911.00	0.00	24/7	
South Lake Tahoe Police Dept.	1352 Johnson Blvd, South Lake Tahoe	TP-3800XCH-ED	1206-00397	3/27/07	6/30/08	DB-18257		10,276.00	0.00	24/7	
<b>TOTAL:</b>							\$22,639.00	\$55,144.00	\$0.00		\$77,983.00

**\*\*Please note: TP-2000's and TP-2600's are End of Life on 6-30-08**

**BILL TO:**  
EI Dorado County Sheriff  
300 Fair Lane  
Placerville, CA 95667