

**SHERIFF**



**SADIE DARNELL**

16 July 2007

Alachua County Sheriff's Office  
Post Office Box 1210 • Gainesville, Florida 32602-1210

Chief Norman B. Botsford  
Gainesville Police Department  
P.O. Box 1250  
Gainesville, Florida 32602-1250

Re: AFIS LiveScan

Dear Chief Botsford:

This letter is to request your assistance in providing matching funds from your forfeiture account to enable the Juvenile Assessment Center (JAC), which books juveniles for both of our agencies, in acquiring, through a Byrne Grant, the latest state-of-the-art AFIS LiveScan fingerprinting system, which has direct access to FCIC and NCIC.

The request made by Chief Probation Officer Wayland Clifton, Florida Department of Juvenile Justice, was \$5,726.30 from each of our agencies, matching a Byrne Formula Grant purchase of an AFIS Motorola Printrac LiveScan System and Lexmark T640 Network Printer amounting to \$ 39,526.00. Our equal \$5,726.30 contributions will collectively provide a match of approximately 25% (12.5% from each agency) for system acquisition.

I am pleased to report the system has already been installed at the JAC and staff will be able to activate the system, with assistance from Motorola technicians, during the week of July 16-20, 2007. I was able to submit the Sheriff's Office share of the matching funds on June 29, 2007.

I hope you will agree that this project is of significant benefit to both of our agencies, as we continue to work on joint endeavors to provide public safety for Gainesville and Alachua County.

If you have questions regarding the Motorola AFIS LiveScan system, please do not hesitate to contact Chief Clifton or me.

Thank you for your consideration.

Respectfully,

Sadie Darnell  
Sheriff of Alachua County

Attachments

cc: Wayland Clifton, Chief Probation Officer





# FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Charlie Crist, Governor

Walter A. McNeil, Secretary

07 February 2007

Honorable Sadie Darnell  
Sheriff of Alachua County  
2621 Hawthorne Road  
Gainesville, Florida 32641

Re: Livescan Grant Application

Sheriff Darnell:

As you are aware, the Alachua Regional Juvenile Assessment Center (JAC) has been booking, screening and detaining arrested juveniles for the Alachua County Sheriff's Office and Gainesville Police Department for practically the last half decade. Recently, our AFIS Livescan system became obsolete and severely curtailed our booking capabilities. However, we have been notified by Jack Ahearn from the Department of Juvenile Justice that he is working with FDLE in submitting an application for new, latest-state-of-the art Livescan systems, and one is scheduled to be provided to the Alachua County JAC.

Although the new systems will be purchased through the U.S. Department of Justice, the grants require 25% local matching funds. As the new systems are priced at \$37,431, and an attached printer is \$2,095 (which must be purchased separately), the total 25% matching funds, plus printer costs, require a local commitment of \$11,462.75.

$$11,452.75 \times 50\% = 5726.38$$

The matching funds and cost of the printer are eligible to be paid from your forfeiture fund account, qualifying as new and innovative technology. In addition, I mentioned the availability of a new system to Chief Botsford recently, knowing that the JAC books for both agencies, ASO and GPD, on an almost 50%/50% basis. I recognize that I was exceeding my authority in mentioning cost sharing to Chief Botsford, since I recognize the Sheriff is responsible for operating detention centers, including booking of arrestees. However, Chief Botsford indicated he had a vested interest in ensuring juvenile bookings at the JAC and would be amenable to discussing the issue of local match with you.

cannot be  
federal fund  
fund - only  
state

At your earliest convenience, please consider whether or not you would be interested in the JAC having a new Livescan system. The new Livescan systems being acquired by FDLE and DJJ will permit the JAC to continue booking of juveniles for both the Alachua County Sheriff's Office and Gainesville Police Department with direct connections to FDLE and FBI crime information centers. In addition, if I or the JAC Director may be of service in facilitating the acquisition of the new Livescan system, please do not hesitate to contact either one of us.

If you are not interested in the new Livescan system, or simply don't think local funding can bear the cost at this time, please let me know so we can ensure that the system is procured for one of six other JAC locations in Florida that have requested assistance in acquiring new Livescan systems.

Thank you for considering acquisition of a new Livescan for our Juvenile Assessment Center, and if we may provide additional data, please do not hesitate to contact us.

Sincerely,

Wayland Clifton, Jr.  
Chief Probation Officer

Tammilyn Jones  
JAC Director for Human Services Associates

tianna.greene@djj.state.fl.us

Probation and Community Corrections 14107 US 441 Alachua, Florida 32615  
386-418-5257 or <http://www.djj.state.fl.us>

**Lindsay, Denise J.**

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**From:** Justice, Patty [pjustice@alachuasheriff.org]  
**Sent:** Tuesday, July 24, 2007 9:33 AM  
**To:** Lindsay, Denise J.  
**Subject:** RE: Match Amount of \$5726.30

Denise: The \$39,526 represents \$37,431 for the Fingerprint machine plus \$2,095 for a printer which is not part of the grant. Here is how Mr. Clifton figured the amount that each agency owes:

$\$37,431 \times 25\% = \$9,357.75 + \$2,095 = 11,452.75 / 2 = \$5,726.38$  each.

I'll fax you over the letter from Mr. Clifton that details this. The Police Chief should have received the same letter that the Sheriff received dated February 7, 2007 but I'll fax ours over anyhow. What is your fax #?

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**From:** Lindsay, Denise J. [mailto:lindsaydj@cityofgainesville.org]  
**Sent:** Tuesday, July 24, 2007 8:29 AM  
**To:** Justice, Patty  
**Subject:** Match Amount of \$5726.30

Dear Bureau Chief Justice:

On the attached letter from Sheriff Darnell the request for \$5726.30 from GPD does not equal 12.5%. 12.5% of \$39526 is \$4940.75 and 25% of \$39526 is \$11452.60. Is the \$39526 amount incorrect or what is true percentage of the match needed?

Sincerely,

Denise Lindsay  
Account Clerk  
GPD – Box 1250  
352 334 2366

FYI: Under Florida's public records law, most written communications to or from City officers and employees regarding City business are public records and are available to the public upon request. Your e-mail communications may be subject to public disclosure

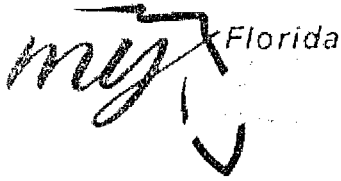
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.-=== Message Scanned by Alachua County McAfee Webshield Appliance ===-.

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.-\*\*\* Message Scanned by Alachua County McAfee Webshield Appliance \*\*\*-.

7/24/2007



## CHANGED: Order No. DO506924

Issued on Wed, 27 Jun, 2007  
Created on Wed, 27 Jun, 2007 by Ariba System

**Supplier:**

Printrak International Inc  
1250 North Tustin Ave|  
Anaheim, CA 92807  
Phone: 714-238-2033  
Fax: none  
Contact: Maria Quimpo

**Ship To:**

Assistant Secretary Admin/Probation (0009)  
Ste 105  
2737 Centerview Dr  
Tallahassee, FL 32399-3100  
United States

**Deliver To:**

Monique Johnson

VersionNumber: 3

Recycled Content?: N  
Requester: Monique Johnson  
Distributors?: N  
Ship To Code: U1A079mye.q  
Contract ID:  
PR No.: PR1564708-V3  
Requester Phone:  
Master Agreement ID:  
Method of Procurement: P - single source over Category 2 per 60A-1.045 & 287.057(5)(c)  
Shipping Method: Best Way  
FOB Code: INC-Dest  
FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.  
Encumber Funds: Yes  
PO Start Date: Tue, 5 Jun, 2007  
PO End Date: Sat, 30 Jun, 2007  
Fiscal Year Indicator: 2007  
PUI#: 8000  
Site Code: 800000-00  
Additional Item Info:  
Terms and Conditions: [http://marketplace.myflorida.com/vendor/po\\_tou.pdf](http://marketplace.myflorida.com/vendor/po_tou.pdf)  
P Card Order?: No

| Item   | Action   | Description                                     | Part Number | Unit | Qty | Need By | Unit Price        | Extended Amount    |
|--|----------|---|-------------|------|-----|---------|-------------------|--------------------|
| 1  | Modified | The provider will provide DJJ with LiveScan ... |             | each | 6   | None    | \$37,431.00000USD | \$224,586.00000USD |
| The provider will provide DJJ with LiveScan Station Ruggedized in conjunction with the existing FDLE AFIS and Applicant Databases. the LiveScan Station will also be compatible with the new ICHS system that will be replacing the current FDLE AFIS Database in the near future. |          |   |             |      |     |         |                   |                    |

**Bill To:**

Assistant Secretary Admin/Probation (0009)  
Ste 105  
2737 Centerview Dr  
Tallahassee, FL 32399-3100  
United States

Entity Description: Department of Juvenile Justice

Organization Code: 80700000101  
 Object Code: 000000-516000  
 Expansion Option: 04  
 Exemption Status: Exempt  
 Exemption Reason?: TRANSACTION WITH REQUIRED SOLE PROVIDER OR  
 PRICE PAID AND PAYEE ESTABLISHED BY FEDERAL OR PRIVATE GRANT

Buyer Code:

|                                      |
|--------------------------------------|
| null                                 |
| Not to Exceed Purchase Order Amount  |
| Time is of the Essence on this Order |

| Item  | Action | Description                                      | Part Number | Unit | Qty | Need By | Unit Price       | Extended Amount  |
|---|--------|--|-------------|------|-----|---------|------------------|------------------|
| 2   | Added  | Lexmark T640 Network Printer, FBI Certified, ... |             | each | 1   | None    | \$2,095.00000USD | \$2,095.00000USD |
| Lexmark T640 Network Printer, FBI Certified, Ten print Card Printer, Duplexer, 2-Tray |        |  |             |      |     |         |                  |                  |

**Bill To:**

Assistant Secretary Admin/Probation (0009)  
 Ste 105  
 2737 Centerview Dr  
 Tallahassee, FL 32399-3100  
 United States

Entity Description: Department of Juvenile Justice

Organization Code: 80700000101

Object Code: 000000-516000

Expansion Option: 01

Exemption Status: Not Exempt

Exemption Reason?: Funds Subject to Fee

Buyer Code:

|      |
|------|
| null |
|------|

**Total** \$226,681.00000USD

## Changes

- Direct Order Internal/External changed from No to No
- Direct Order Do Not Send Purchase Order To Vendor? changed from Yes to No
- Direct Order TimeCreated changed from Thu, 14 Jun, 2007 to Wed, 27 Jun, 2007
- Direct Order Date changed from Thu, 14 Jun, 2007 to Thu, 14 Jun, 2007
- Direct Order Type changed from 268435456 to 1
- Direct Order Total ordered changed from \$224,586.00000USD to \$226,681.00000USD
- Direct Order Comments, Strings 1 changed
- Direct Order Comments, Strings 2 changed
- Direct Order Comments 2 changed
- Direct Order Comments 3 changed
- Direct Order Comments 4 changed
- Direct Order Comments 5 changed
- Direct Order Comments 6 changed
- Direct Order Comments 7 changed
- Direct Order Comments 8 changed
- Line Item 1, Accounting, Accounting 1, ERPTransactionDate changed from 06142007 to 06272007
- Line Item 1, ERPTransactionDate changed from 06142007 to 06272007

- Line Item 2 was added
- Direct Order Do Not Send Purchase Order To Vendor? changed from No to Yes
- Line Item 1, Accounting, Accounting 1, Transaction Fee Exempt? changed from No to Yes
- Direct Order TimeCreated changed from Tue, 5 Jun, 2007 to Thu, 14 Jun, 2007
- Direct Order Comments 1 changed
- Line Item 1, Accounting, Accounting 1, ERPTransactionDate changed from 06052007 to 06142007
- Line Item 1, Accounting, Accounting 1, ERPMessage changed from SUCCESSFUL ENCUMBRANCE 60S to SUCCESSFUL ENCUMBRANCE 6SU
- Line Item 1, Accounting, Accounting 1, Transaction Fee Exemption Reason changed from null to 1F
- Line Item 1, Accounting, Accounting 1, POExemptStatus changed from Not Exempt to Exempt
- Line Item 1, Accounting, Accounting 1, POExemptReason changed from Funds Subject to Fee to TRANSACTION WITH REQUIRED SOLE PROVIDER OR PRICE PAID AND PAYEE ESTABLISHED BY FEDERAL OR PRIVATE GRANT
- Line Item 1, ERPTransactionDate changed from 06052007 to 06142007

## Comments

- COMMENT by Laura I. Jennings on Thursday, June 14, 2007 at 1:43 PM  
Transaction is exempt from the MyFloridaMarketPlace 1% transaction fee. FAC 60A-1.032(f) Transactions in which law or government regulation requires that the commodity or service be provided by a sole provider (e.g., regulated utilities, legislatively mandated transactions, etc.) and transactions in which the price paid and the payee are established by federal or private grant. (Laura I. Jennings, Thu, 14 Jun, 2007)
- CHANGE SUBMITTED by Laura I. Jennings on Thursday, June 21, 2007 at 9:17 AM (1 document attached)  
(Laura I. Jennings, Thu, 21 Jun, 2007)
- CHANGE SUBMITTED by Monique Johnson on Tuesday, June 26, 2007 at 8:38 AM with comment (1 document attached)  
attached updated IRR (Monique Johnson , Tue, 26 Jun, 2007)
- APPROVED by Kimberly Burris on Tuesday, June 26, 2007 at 9:52 AM with comment  
Added Benita Williams as MIS IRR Processor. Added Dave Kallenborn as MIS IRR Approver > \$5,000. (Kimberly Burris, Tue, 26 Jun, 2007)
- EDITS SAVED by Benita Williams on Tuesday, June 26, 2007 at 12:21 PM with comment  
Please attach the processed (signed & numbered) IRR. (Benita Williams, Tue, 26 Jun, 2007)
- CHANGE SUBMITTED by Monique Johnson on Tuesday, June 26, 2007 at 1:25 PM with comment (1 document attached)  
Attached the IRR with all the required signatures (Monique Johnson , Tue, 26 Jun, 2007)
- APPROVED by Kimberly Burris on Wednesday, June 27, 2007 at 9:44 AM with comment  
Added Benita Williams as MIS IRR Processor. Added Dave Kallenborn as MIS IRR Approver > \$5,000. (Kimberly Burris, Wed, 27 Jun, 2007)
- APPROVED by Benita Williams on Wednesday, June 27, 2007 at 10:36 AM with comment  
Approved Bbw, IRR# 0607-08-368 (Benita Williams, Wed, 27 Jun, 2007)

## Clifton, Wayland

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**From:** Thomas, Lee Ann  
**Sent:** Monday, July 09, 2007 4:39 PM  
**To:** Clifton, Wayland; Ahearn, Jack  
**Cc:** Thomas, Larone; Greene, TiAnna  
**Subject:** RE: Local Contribution for AFIS LiveScan

Wayland, has the printer been delivered and installed? I haven't received an invoice for it. If it was not received before June 30, we will credit the sheriff's payment to FY 07-08. Otherwise, the codes are:

- Org. Code: 80-70-00-00-101

EO: 01

-----Original Message-----

**From:** Clifton, Wayland  
**Sent:** Monday, July 09, 2007 4:11 PM  
**To:** Ahearn, Jack  
**Cc:** Thomas, Lee Ann; Thomas, Larone; Greene, TiAnna  
**Subject:** Local Contribution for AFIS LiveScan

Shelia from the budget office has called about the \$5,726.30 contribution (from the Alachua Sheriff's Office) for the LiveScan AFIS system recently installed at the Alachua JAC. She requested the Org. Code number, EO code and the Object code. Is there a specific person, who works with the grants and would have this info? If you know whom I can contact, please send me the name and number and I will make contact.

Thanks,  
Wayland



May 22, 2007

Lee Ann Thomas  
Operational Support Administrator  
Probation and Community Corrections  
Florida Department of Juvenile Justice

Tel: (850) 414-2488  
Email: [LeeAnn.Thomas@djj.state.fl.us](mailto:LeeAnn.Thomas@djj.state.fl.us)

Reference No. 8481052207

Dear Ms. Thomas:

Printrak, a Motorola Company ("Motorola") is pleased to provide Florida Department of Juvenile Justice with the following proposal for a Motorola Printrak™ LiveScan Station Ruggedized (LSS-R) in conjunction with the existing Florida Department of Law Enforcement (FDLE) AFIS and Applicant Databases. The Motorola Printrak LiveScan Station will also be compatible with the new ICHS (Falcon) system that will be replacing the current FDLE AFIS Database in the near future.

**Motorola's fully integrated LiveScan solution provides Florida Department of Juvenile Justice the following features and benefits:**

- ❖ Integrated Palm Print Capture and Print
- ❖ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity.
- ❖ Certification to the FBI's Electronic Fingerprint Transmission Specifications.
- ❖ Use of Printrak/Motorola FBI-certified WSQ compression and decompression software (rather than third-party WSQ software).
- ❖ Palmprint Capture and rolled fingerprint images captured instantly.
- ❖ Quick check, review, and edit can be performed on each print.
- ❖ FBI Certified optics and ANSI/NIST compliant.
- ❖ Field support provided by Motorola personnel located in the State of Florida.

**\* SPECIAL LIMITED OFFER: When a new LiveScan Station is purchased and installed by 6/15/2007, installation is included at no charge!**

#### **Solution Description and Pricing**

Motorola proposes the equipment and services described in Tables 1.



**Table 1. Solution Pricing: LSS-Ruggedized**

| BASE PROPOSAL  |   | PRICE            |
|--|---|------------------|
| 1  | Motorola Printrak LiveScan Ruggedized (LSS-R) to include the following: <ul style="list-style-type: none"> <li>❖ HP workstation - Windows®, touch screen monitor, keyboard</li> <li>❖ FBI Certified Scanner (Tenprint/Palmprint)</li> <li>❖ Ruggedized Cabinet</li> <li>❖ Palm Capture (upper, lower and writers)</li> <li>❖ UPS</li> <li>❖ LSS-R Application Software including:</li> <li>❖ FDLE Gateway Software for LSS2000 CPU</li> <li>❖ Support of existing LiveScan 2000 functionality even after FDLE ICHS comes online (e.g. submission of tenprint/palmprint to ICHS)</li> <li>❖ On-site Installation</li> <li>❖ <b>Warranty:</b> 1 Year On-site <i>Advantage</i> warranty, 8 a.m. to 5 p.m. Monday-Friday, Next-day on-site support and parts replacement</li> <li>❖ Shipping</li> </ul> | \$38,431 each    |
| <b>*Special Limited Offer*</b>   |   | <b>(\$1,000)</b> |
| <b>TOTAL</b>   |   | \$37,431 each    |
| <b>LSS-R Maintenance Agreement:</b> 1 Year On-site <i>Advantage</i> , 8 a.m. to 5 p.m. Monday-Friday, Next-day on-site support and parts replacement |   | \$3,808          |

### Options and Pricing

Motorola equipment options and pricing described in Table 2.

**Table 2. Options Pricing**

| OPTIONS  |  | PRICE   |
|--|--|---------|
| 1  | On-site LiveScan User Training                         | \$1,900 |
| 1  | Tenprint Card Printer, Duplexer, Network Ready, 3-Tray | \$2,525 |
| 1  | Tenprint Card Printer, Duplexer, Network Ready, 2-Tray | \$2,095 |
| <b>Maintenance Agreement:</b> Gateway Interface CPU Hardware 1 Year Maintenance Coverage, 8 a.m. to 5 p.m. Monday-Friday |  | \$636   |

### LiveScan Station Assumptions

In developing this proposal, Motorola has made the following assumptions regarding the LiveScan Station:

- ❖ FDLE and/or Florida Department of Juvenile Justice will provide the necessary LAN and WAN service as well as backend connectivity equipment; however, Motorola will provide compatible NICs for local connectivity.
- ❖ Hardware maintenance coverage for the Gateway Interface CPU is not included in the warranty of the proposed LSS-R. Florida Department of Juvenile Justice is responsible for the hardware maintenance for the Gateway Interface CPU which can be added to this proposal by choosing the option.
- ❖ Price includes support for the core functionality of the existing FDLE functionality and workflow. Motorola's proposal does not take into consideration any unique features that may have been

implemented (e.g., local RMS/CCH interfaces, mugshot interfaces, third-party interfaces); please contact Customer Service Inside Sales to obtain a quote for non-standard FDLE functionality.

- ❖ *Existing Lexmark Optra R and Lexmark Optra S Tenprint Card Printers will not be supported with the new LSS-R. Listed below in Table 3 are the Printer Options.*

**Table 3. Printer Options**

|  | PRICE   |
|--|---------|
| <sup>1</sup> Lexmark Network Laser Printer, FBI certified, to include 3 trays, Duplexer, Network card and necessary cables, and 1 Year On-site warranty, 8 a.m. to 5 p.m. Monday-Friday, Next-day response | \$2,525 |
| <sup>1</sup> Lexmark Network Laser Printer, FBI certified, to include 2 trays, Duplexer, Network card and necessary cables, and 1 Year On-site warranty, 8 am to 5 pm Monday-Friday, Next-day response     | \$2,095 |

### **Customer Responsibility**

It is the complete responsibility of Florida Department of Juvenile Justice to obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies. Florida Department of Juvenile Justice is responsible for obtaining authorizing agreements for connecting to the central AFIS at the FDLE.

### **Contract Terms**

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to Motorola within twenty days after receipt of invoice.

Product purchase will be governed by the Motorola Product Agreement, a copy of which is attached for your convenience.

### **Proposal Expiration: 8/31/2007**

Prepared By: Jayne Goodall, Tel: (714) 575-2956; Fax: (714) 237-0050 or (847) 761-3378;  
[jayne.goodall@motorola.com](mailto:jayne.goodall@motorola.com)

Purchase orders should be sent to Motorola by facsimile or United States mail. Please direct all order correspondence, including Purchase Order, to: Jayne Goodall, Printrak, A Motorola Company, 1250 North Tustin Avenue, Anaheim, California 92807

Additional engineering effort by Motorola beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. Motorola assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

By signing this signature block below, Florida Department of Juvenile Justice agrees to the terms and pricing stated in this proposal for the equipment as referenced above. My signature below constitutes the acceptance of this order and authorizes Printrak, A Motorola Company to ship and provide this equipment:

**Signature Authorization for Order:**

**Signature**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Total Purchase Price (including any Options):**\_\_\_\_\_

**Please provide Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

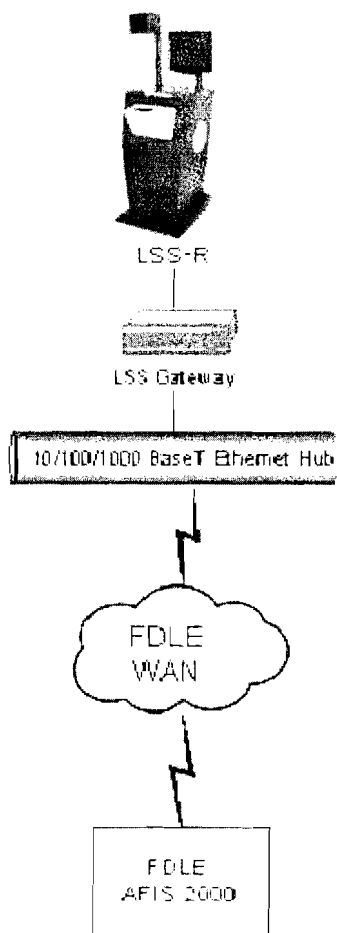
**Check if Billing Address is same as Shipping Address:** ☐

**Please provide Shipping Address (if different from Billing Address):**

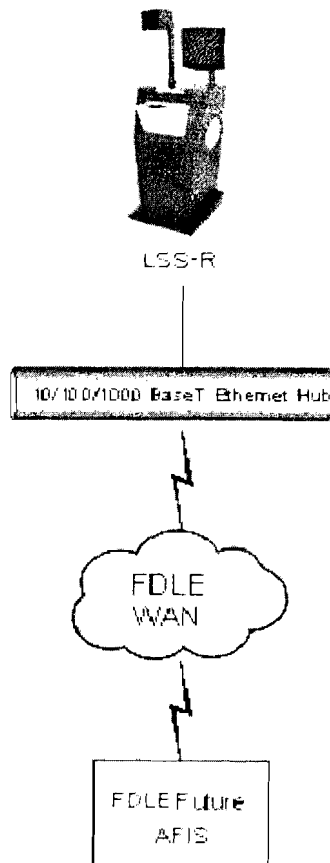
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\_\_\_\_\_  
\_\_\_\_\_

## System Configuration Diagram

Current Configuration for Interface between the LSS-R and the FDLE AFIS 2000



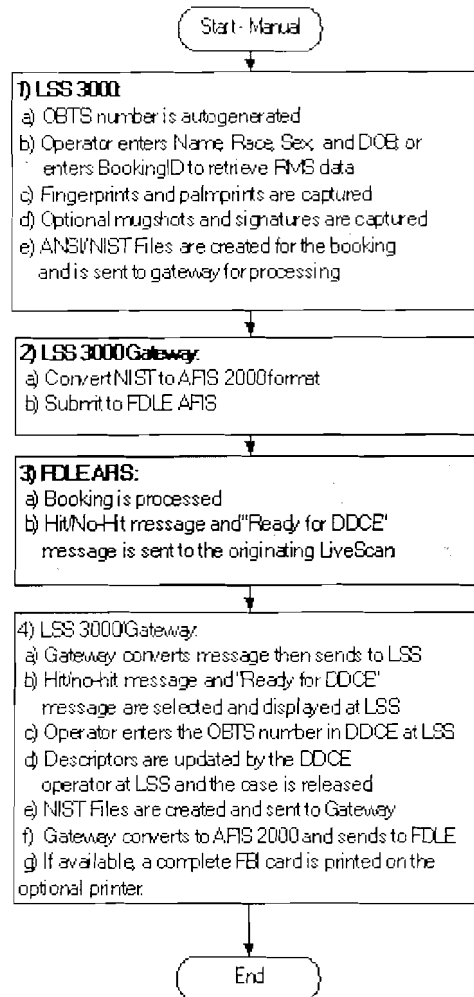
Future Configuration for Interface between the LSS-R and the FDLE Future AFIS



## Workflow Diagram

The following booking profiles and workflows will be supported:

Criminal (Adult and Juvenile)



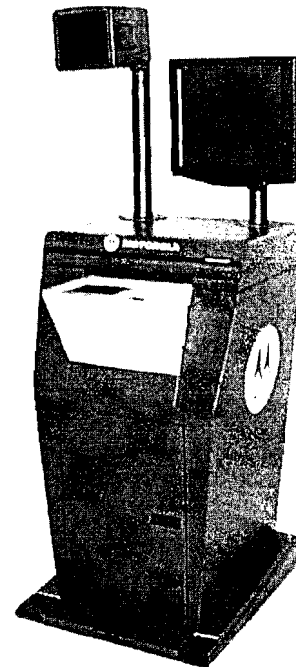
### Criminal Workflow

## Detailed Product Description

### Motorola Printrak LiveScan Station Ruggedized (LSS-R)

Motorola's LSS-R forms the latest security innovation, offering an easy-to-use, full-featured scanner efficiently housed in an all steel ergonomic cabinet. It is designed specifically for both tenprint and palmprint capture and tenprint submission to an Automated Fingerprint Identification System (AFIS).

The LSS-R Graphical User Interface (GUI) is based on many of the widely used Microsoft Windows applications, for a look and feel that is familiar to many users. The workstation takes full advantage of Windows' standardized icons, pull-down menus, and ability to open multiple windows. Icon bars allow operators to quickly access regularly used functions; inexperienced users can easily understand an icon's specific function by positioning the cursor over the icon and receiving a pop-up written explanation. In addition, an on-line help file is available. Help topics may be searched by either browsing the Contents or entering a keyword in the Index. Hyperlinks are used to take the user from the current topic to related topics. All Help topics are available to all users in the main Help file. Window-level context sensitive help allows the user to access information about the current window or dialog box in a single click.



The LSS-R is designed to capture up to 14 rolled and plain fingerprint impressions (2 slaps, 2 flat thumbs and 10 rolled), and 4 palmprint impressions (2 lower and 2 writers') per booking. The workstation can also capture and store over 1000 bookings locally (depending on disk drive size) if desired. All prints are captured at the standard 500 ppi resolution. The scanner is designed for full compliance with IAFIS and ANSI/ NIST image standards, ensuring consistent image quality of all prints.

Scanning is accomplished via two scanning platens, one for rolled prints and the other for flat impressions. The platens are water sealed to protect the scanner from fluids and promote ease of disinfecting and cleaning. The platens are ergonomically located in the cabinet to accommodate the 50th percentile of the population. The scanners have also been designed to be lightweight (23-33 lbs) and easy removal from the cabinet for remote operation such as county fairs, concerts, raids, and protests.

Fingerprint and palmprint image capture are precisely controlled by using a foot pedal, mouse/touch screen, or keyboard. Unlike other automatic detection scanners, the foot pedal enables the operator to follow the best practice guideline of first adjusting the fingerprint to the center, then rolling the finger to one side of the platen and then begin rolling the finger to the other side. This ensures the rolled fingerprint is exactly centered. Descriptive data can be entered via either the 17" touch-screen display or a keyboard and mouse.

The LSS-R comes equipped with a fingerprint image processing component, which allows local sequence check, AFIS (not just image) quality feedback, minutiae extraction, and automatic classification on each print as it is captured before acceptance into the system.

To ensure correct sequencing, Motorola uses minutiae comparison to compare flat and rolled fingerprints at the time of capture. The system sends a descriptive error message to the operator in

the event that a rolled finger is out of sequence and allows the operator to immediately re-roll the fingerprint.

The workstation also uses a two-tiered approach to quality check captured images. Initially, the LSS-R checks for such problems as “over” or “under” inking, and flags whether a print is of good, fair, or poor quality. Each rolled fingerprint image is then downloaded to the Advanced Fingerprint Processor (AFP) software installed in each LSS-R. The AFP evaluates and rates the quality of each rolled print using AFIS parameters. This instantaneous quality rating provides feedback while the suspect is still at the booking station. Blank, poor quality, or substandard images generate an immediate prompt for rescan where problem prints can be individually recaptured without having to re-input good prints.

After a subject’s descriptor data has been either entered at the workstation or imported from a local booking system, and the fingers have been scanned, the record can be transmitted for an AFIS search.

### **LiveScan Station Ruggedized Mugshot Capture Option**

An optional, fully enclosed, multidirectional camera is available for the LSS-R. This upgrade provides full-featured photo capture capability that includes the following:

- Capture and forwarding of mugshots meeting NIST best practices (ANSI/NIST-ITL-1-2000, SP500-245)

- Printing of B&W mugshots onto tenprint card

- Transmittal of NIST Type-1, 2, and 10 records via SMTP/MIME packet or FTP the NIST file

The following information describes the lighting, background, and position recommendations for the mugshot booking option.

*Lighting.* It is important to maintain both a consistent light quality and level when using the mugshot feature of the booking station. The suggested modular lighting arrangement is made up of two 120-volt, 50-watt lights which are cost efficient and easy to install. Both lights are ceiling mounted; each light approximately 33 inches (83.82 cm) to the right and the left of the fix-mounted camera center. Both lights should be aimed at the suspect. Ideally, the lights should be 80 inches (203 cm) from the floor and 90 inches (228.6 cm) from the 18% gray backdrop.

*Background.* The backdrop should be affixed to a wall (or another stationary surface) to prevent any unintended use (e.g., a weapon). The suspect should stand 18 inches (46 cm) in front of the backdrop wall.

*Positioning.* The mugshot camera is fix-mounted to the LSS-R unit. For ideal image capture, position the suspect 72 inches (183 cm) from the mounted camera lens.

### **Tenprint Card Printer**

An optional FBI Appendix F Certified laser tenprint card printer supports output of high-resolution biometric images and descriptive data in double-sided card format on heavy card stock (up to 90 lb). Printer resolution is 1200 dpi. The printer may be configured with multiple paper trays for various types of card and paper. If desired, search result reports and system messages can also be output on this printer. An optional network adaptor is also available. Print samples are available upon request.

## Biometrics Products Agreement

Motorola, Inc., a Delaware corporation, ("Motorola" or "Seller") OR Printrak International Incorporated, a Motorola company ("Printrak" or "Seller") OR Motorola Limited ("Motorola" or "Seller") [select one] having a place of business at \_\_\_\_\_ and \_\_\_\_\_, ("Customer"), having a place of business at \_\_\_\_\_, enter into this Products Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the Products, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

### Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A Motorola "Software License Agreement"  
Exhibit B "Technical and Implementation Documents" (if applicable)  
Exhibit C "Payment Schedule" (if applicable)

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Contract Price" means the price for the Products, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the equipment listed in the List of Products that Customer is purchasing under this Agreement.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

"Motorola" means Motorola, Inc., a Delaware corporation.

"Motorola Software" means Software that Motorola or Seller owns.

"Non-Motorola Software" means Software that a party other than Motorola or Seller owns.

"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

"Printrak" means Printrak International Incorporated, a Motorola company.

"Products" mean the Equipment and Software provided by Seller under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola or Seller under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola, Printrak, or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

### Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Seller will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES. During the Term of this Agreement, Customer may order additional Equipment, Software, or services provided they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Payment is due within twenty (20) days after the invoice date, and Seller will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Seller will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement for the Customer's intended use under this Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the



copyright owner on the Effective Date unless the copyright owner has granted to Seller the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Seller makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Seller reserves the right to substitute any Equipment, Software, or services to be provided by Seller, but only if the substitute meets the Specifications and is of equivalent or better quality and value to the Customer. Any such substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1 of this Agreement, or if the Parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer shall have the right and option to purchase the equipment, software, and related services that are described and listed in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the purchase of the selected equipment, software, and related services. However, the parties acknowledge that certain contractual provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers to Seller the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4 PERFORMANCE SCHEDULE**

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

#### **Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING**

5.1. **CONTRACT PRICE.** Unless otherwise set forth in a Payment Schedule attached as Exhibit C, the Contract Price in U.S. dollars is \$\_\_\_\_\_.

5.2. **INVOICING AND PAYMENT.** Unless otherwise set forth in a Payment Schedule attached as Exhibit C, Seller will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Seller within twenty (20) days after the date of each invoice.

**Motorola, Inc.,** Printrak, A Motorola Company, Biometrics Solutions Division  
1250 North Tustin Avenue, Anaheim, CA 92807 U.S.A. Tel: +1 714 575 2956

Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800 and for Printrak International, Inc. is 33-0070547.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** All freight charges will be pre-paid by Seller and added to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment, except that title to Software will not pass to Customer at any time. Seller will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

\_\_\_\_\_  
\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

#### **Section 6 SITES AND SITE CONDITIONS**

6.1. **ACCESS TO SITES.** If Seller is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Seller so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Seller is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

#### **Section 7 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

#### **Section 8 REPRESENTATIONS AND WARRANTIES**

Reference 8481052207 Page 10/16  
Motorola Confidential Restricted

8.1. **EQUIPMENT WARRANTY.** For one (1) year from the date of shipment, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Seller warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** For Customer to assert a claim that the Equipment or Motorola Software does not conform to these warranties, Customer must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Seller's liability hereunder. If this investigation indicates the warranty claim is not valid, then Seller may invoice Customer for responding to the claim on a time and materials basis using Seller's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Seller to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 9 DELAYS**

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an

event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

#### **Section 10 DISPUTES**

10.1. **SETTLEMENT PREFERRED.** Seller and Customer will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Seller and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. **LITIGATION.** Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may be submitted by either party to a court of competent jurisdiction in the state in which the Products are delivered. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

#### **Section 11 DEFAULT AND TERMINATION**

If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes such failure) and may assert a default claim by giving the non-performing party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

#### **Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

12.1. Seller will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Seller will indemnify Customer for those costs and damages finally awarded against Customer

for an Infringement Claim. Seller's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Seller in writing of such Infringement Claim; (ii) Seller having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Seller cooperation and, if requested by Seller, reasonable assistance in the defense of the Infringement Claim.

12.2. If an Infringement Claim occurs, or in Seller's opinion is likely to occur, Seller may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

12.3. Seller will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Seller; (ii) the use of ancillary equipment or software not furnished by Seller and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Seller's design or formula; (iv) a modification of the Motorola Software by a party other than Seller; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Seller with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

#### **Section 13 LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

#### **Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

##### **14.1. CONFIDENTIAL INFORMATION.**

14.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its

equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

14.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

##### **14.2. PRESERVATION OF PROPRIETARY RIGHTS.**

14.2.1. Motorola and Printrak, as applicable, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, Printrak, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola or Seller in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola or Seller, and this Agreement does not grant to Customer any shared development rights of intellectual property.

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of Motorola or Seller. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

#### **Section 15 GENERAL**

15.1. TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Seller's income or net worth), all of which will be paid by Customer except as exempt by law. If Seller is required to pay or bear the burden of any such taxes, Seller will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

15.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Seller may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

15.3. SUBCONTRACTING. Seller may subcontract any portion of the work, but such subcontracting will not relieve it of its duties under this Agreement.

15.4. WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

15.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

15.6. INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

15.7. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

15.8. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

15.9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on

any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

15.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

**Seller**

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

**Customer**

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

15.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

15.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

15.13. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The parties hereby enter into this Agreement as of the Effective Date.

**Seller**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A - Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

### Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. "Software" means such proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works thereof; such software may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

### Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, such Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

### Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is

discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

### Section 4 OWNERSHIP AND TITLE

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