



Quote Number: 02310278

Bill To Name: Pembroke Pines Police Department

Contact: Angela Malone

Phone: (954) 436-3227

Email: amalone@ppines.com

Bill To: 9500 Pines Blvd.
Pembroke Pines, Florida 33024
United States

Ship To Name: Pembroke Pines Police Department

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Pembroke Pines, Florida 33024
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Item	Product	Part Number	Quantity	List Price	Selling Price	Total Price
1	DigitalPersona Premium, DigitalPersona Premium Employee (AD and LDS), License U.are.U 4500 Fingerprint READER, version 1.0.3, bulk	C631-ALT-DPAP	1	\$0.00	\$0.00	\$0.00
1.1	U.are.U 4500 Fingerprint READER, version 1.0.3, bulk	88003-B01-103	55	\$70.00	\$49.00	\$2,695.00
1.2	DigitalPersona Access Management API 2.1.0, Software Download, requires License	63166-E01-210	1	\$0.00	\$0.00	\$0.00
1.3	DigitalPersona Premium Employee (AD and LDS), License	63194-ALT-100	440	\$125.00	\$87.50	\$38,500.00
1.4	DigitalPersona Premium Package M&S, 1 Year	93126-ALT-100	440	\$22.50	\$15.75	\$6,930.00
1.5	DigitalPersona Premium, Windows Logon and Password Manager ONLY, Implementation, Installation & Training (3 days)	90055-CA1-100	1	\$4,800.00	\$3,840.00	\$3,840.00
1.6	DigitalPersona, Subscription SW for internal tracking only, no deliverables	95001-000-000	1	\$0.00	\$0.00	\$0.00



Quote Number: 02310278

Grand Total: \$51,965.00

Notes:

Pembroke Pines Police Department

(Authorized Signature)

(Printed Name)

(Signature Date)

STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

1) **Terms of Order.** If the purchaser is an Eligible Entity authorized to use GSA sources of supply and services and is purchasing the specified items under Crossmatch's GSA Schedule Number GS-35F-0199R, the terms and conditions of GSA Schedule Number GS-35F-0199R will govern and these Standard Sales Terms and Conditions will not apply. **For all other purchasers,** the terms contained herein shall govern unless there is an existing signed agreement between Purchaser and Crossmatch with respect to the products to be purchased. Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to Purchaser's Purchase Orders for the quoted products. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

2) **Prices.** Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 90 calendar days from the date of quotation, unless otherwise specified by Quote Expiration above. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

3) **Shipment:** Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. Crossmatch shall not be liable for any delays in shipment which are caused by events beyond the control of Crossmatch including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

4) **Storage:** Once Purchaser has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute Crossmatch's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Crossmatch to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

5) **Title & Risk of Loss:** Crossmatch's prices are F.O.B. Crossmatch's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Crossmatch's name until the full purchase price has been received by Crossmatch. Any claim by Purchaser against Crossmatch for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Crossmatch in the condition claimed. Crossmatch shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to Crossmatch as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by Crossmatch, including any storage costs as discussed above.

6) **Excusable Delays:** Crossmatch shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of Crossmatch's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

7) **Changes:** Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to Crossmatch. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, Crossmatch shall notify Purchaser in writing no later than five (5) days from the date of receipt by Crossmatch of such request from Purchaser. Crossmatch will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

8) **Installation and Training.** If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by Crossmatch, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If Crossmatch cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of Crossmatch such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at Crossmatch's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign Crossmatch's Professional Services Acceptance Form acknowledging receipt of installation and training services within fifteen (15) days from the completion date. If Purchaser fails to respond within fifteen (15) days from the completion date, installation and training will be deemed accepted.

9) **Limited Warranty:** Crossmatch warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal

conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

10) **Silicon Product Use Restrictions:** TouchChip Silicon Fingerprint Sensor Products, including but not limited to touch and swipe products, related software, developer kits and tools ("TouchChip Product Line") are subject to field of use restrictions ("Field of Use Restrictions") attached hereto as Supplemental Terms and Conditions of Sale for Silicon Products ("Supplemental T&Cs") and incorporated by reference herein. When applicable products are purchased, Purchaser shall adhere to the Field of Use Restrictions set forth in the Supplemental T&Cs and shall require any of its distributors, resellers, developers or sales representatives to comply with such Field of Use Restrictions. Any material or repetitive breach of the restrictions contained in the Supplemental T&Cs by Purchaser or Purchaser's direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

11) **Software License.** The term "Software" refers to the Software installed on the equipment or hardware product, any custom software or interfaces developed by Crossmatch for Purchaser and if applicable, Crossmatch's Software Development Kit (SDK) software. Purchaser will be required to accept Crossmatch's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

12) **Equipment Upgrade:** Equipment upgrades are not covered under the limited warranty and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

13) **Equipment Maintenance Plan:** Purchaser may purchase a Crossmatch Advantage Maintenance Plan for the hardware products. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for a period of years mutually agreed to by the Parties. The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation.

14) **Software Maintenance Plan:** Purchaser must buy the Crossmatch Advantage Software Maintenance plan for all applicable Crossmatch software products. Crossmatch will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the Software Maintenance plan. As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. Crossmatch will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Crossmatch will deliver to Company, as made commercially available by Crossmatch, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates")

15) **Invoicing and Payment.** Crossmatch will invoice Purchaser for all Products, (including services), and Maintenance Plans. All Maintenance Plans are invoiced annually in advance are non-refundable. All Crossmatch invoices for Products must be paid in full by Purchaser prior to shipment. Any other payment arrangement must be pre-approved by Crossmatch in writing. All sales are final; no refund, credits or exchanges will be accepted by Crossmatch. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Crossmatch in collecting payment will be an expense of and charged to Purchaser.

Purchaser may be required to complete a credit application. Crossmatch reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by Crossmatch and binding upon the Purchaser.

Crossmatch shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. Crossmatch shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by Crossmatch. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against Crossmatch if Crossmatch's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, Crossmatch shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by Crossmatch, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

16) **Indemnification.** By Purchaser. Purchaser shall indemnify, defend and hold Crossmatch and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by Crossmatch.

By Crossmatch. Crossmatch hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies Crossmatch in writing of the claim; (ii) Crossmatch has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with Crossmatch, at Crossmatch's cost, in the defense or settlement of such actions. Crossmatch's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in Crossmatch's opinion is likely to become, the subject of such a claim, Purchaser will permit Crossmatch at Crossmatch's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing

alternatives is available on terms which are reasonable in Crossmatch's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of Crossmatch; and (2) Crossmatch shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

17) **Limitation of Liability.** IN NO EVENT SHALL CROSSMATCH BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CROSSMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CROSSMATCH FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION. EXCEPT AS TO TITLE, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE ORIGINAL APPLICABLE WARRANTY PERIOD.

18) **Intellectual Property and Use Limitations.** The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of Crossmatch or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by Crossmatch, are owned by Crossmatch and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

19) **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State Court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

20) **Compliance with Laws.** Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

21) **Entire Agreement.** These terms and conditions constitute the entire agreement between Crossmatch and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and Crossmatch, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of Crossmatch and Purchaser. Crossmatch's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of Crossmatch's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.



SERVICE DESCRIPTION for P/N-90055-CA1-100: DigitalPersona Premium, Implementation, Installation & Training (3 days)

Deployment Activities

Crossmatch Activities Day 1 – Server Installation

Area	Activity	Covering	Estimated Hours per Session	Count	Description
Server	DigitalPersona Server Installation	Server Install	3	2	<ol style="list-style-type: none"> 1. Depending on the specific configuration (AD or LDS), validate server readiness, and make the necessary pre-install configuration (e.g. in AD version extend the Active Directory schema to include attributes and classes used by DigitalPersona AD Server) 2. Install DigitalPersona Server 3. Install DigitalPersona Administrative Tools 4. Activate Server Licenses 5. Configure Group Policies (As Needed)
Client	Administrative Customer Install & Configuration	Manual Install of DigitalPersona Client options, Admin Tools and Admin User\Security Officer Enrollment	2	1	<ol style="list-style-type: none"> 1. Install DigitalPersona Workstation & Admin Tools on an admin workstation 2. Enroll credentials for the Security Officer 3. Configure the environment as needed and install other client option (e.g. Kiosk). 4. Review Attended Enrollment Workflow 5. (Optional) Configure Mobile Enrollment

Crossmatch Activities Day 2 – Customer Deployment & Training

Area	Activity	Covering	Estimated Hours per Session	Count	Description
Client	Rollout to Pilot Users	Pilot Users Client Software Deployment and Credential Enrollment	0.5	5	<ol style="list-style-type: none"> 1. Install DigitalPersona Client Software 2. Using Self-Enrollment or Attended Enrollment, enroll credentials of up to 5 Pilot Users
Training	Client/Server	Client/Server Administration	4.5	1	Audience should include Network Administrators and Helpdesk personnel responsible for supporting the



Area	Activity	Covering	Estimated Hours per Session	Count	Description
					DigitalPersona Solution.

Crossmatch Activities Day 3 – Password Manager\Managed Logons

Area	Activity	Covering	Estimated Hours per Session	Count	Description
Managed Logons	Installation of the Password Manager Admin Tool	Managed Logon Administration	1	1	Installation & Configuration of the Password Manager Admin Tool
Managed Logons	Managed Logon Training	DigitalPersona credential logon for Windows Session Authentication	6	1	Enable deployed DigitalPersona clients to leverage application and website authentication using DigitalPersona credentials. This session include a maximum of 10 Managed Logon Template training.

General Assumptions

The following activities are excluded from this Service Description:

- Infrastructure remediation, including but not limited to: (1) Active Directory, (2) network and infrastructure services such as firewalls, DNS and/or DHCP.
- Customer application repackaging.
- Support, or advice on support for non-Crossmatch products.
- Modifying and stabilizing the current production server environment.
- Troubleshooting any non-Crossmatch network or server-related issues.
- Installing any physical hardware.
- Review of operational processes.
- Industry regulatory compliance guidance or requirements.
- Configuring backups of the DigitalPersona Solution. (While Crossmatch can provide recommendations, the customer will be responsible for making sure the systems are adequately protected and backed up regularly.)
- Integration with any custom deployment databases or tools
- Services applies to one domain.

Crossmatch assumes the following when performing the Services described herein:



1. If services are being performed remotely, Crossmatch assumes the Customer will have Internet connectivity to any and all DigitalPersona related servers and workstations, and full security access to any additional servers and workstations as necessary to complete the work.
2. The Customer will ensure that the specialized expertise for the hardware platform, any third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the implementation.
3. The Customer should consult the provided Administrator and Client documentation for information regarding product processes, features, functions and requirements as needed.
4. If information, data or access to Customer personnel is needed by Crossmatch for performance hereunder and the Customer is delayed in providing such; or if other delays caused by the Customer are encountered by Crossmatch in performing work, Crossmatch may add reasonable charges for services caused by such delays and adjust the project schedule as necessary. Crossmatch shall give the Customer written notice of any such delay so that the Customer may address the issues causing the delay.
5. The Customer shall assign an individual with centralized responsibility for all aspects of this software implementation. This individual must be available for deliverable scheduling and acceptance.