



Dear Crossmatch Customer:

Thank you for being a valued Crossmatch customer. Attached please find a maintenance contract renewal quote for your live scan system. Renewals are sent based on the serial number of the fingerprint or palm print scanner at the time of expiration. Customers with multiple scanners may receive several notices from our automated system throughout the year. For questions, customized or comprehensive quotation, please contact us at: [maintenancecontracts@crossmatch.com](mailto:maintenancecontracts@crossmatch.com). We will need your company name, contact, phone and the serial numbers of all your scanners.

**Maintenance Contract Benefits:**

- ✓ **Hardware repairs, all parts and labor covered by Crossmatch for failures occurring under normal use. Avoid \$800 minimum repair charge, applicable for units not under maintenance contract**
- ✓ **24/7 help-desk telephone support. Customers without a Maintenance Contract are limited to customer support only during regular business hours, 8am to 6pm EST Mon -Fri.**
- ✓ **Avoid \$200 hourly fee for phone support which is applicable for systems not currently under a maintenance contract.**
- ✓ **Twenty-four hour (next business day) replacement on units inside the continental US. Avoid delay in shipping unit to Cross Match Headquarters for repair.**
- ✓ **Software upgrades can be costly. Customers with Maintenance Contracts do not pay for Crossmatch Software upgrades, only a small labor fee. Avoid \$1100 fee for upgraded software.**
- ✓ **State and other Agencies mandate quarterly software updates for submitters. Customers with a current contract receive free Agency mandated updates for their software. Avoid \$400.00 fee per update.**
- ✓ **Cross Match pays all domestic shipping costs. Avoid freight charges.**

*How to renew:* If your company has credit terms, submit a purchase order with the Crossmatch quote number on the face of the purchase order or SIGN and DATE the quote page and return it by email, mail or fax to +1 (561) 622-9938. If paying by Credit Card (MasterCard/VISA), fill out and sign the attached credit card form return along with the signed quote.

Return your order for maintenance renewal by the expiration date to avoid a lapse in coverage after which time service calls will be at time/materials.

The Customer Care Service Group Desk is toll free: +1 (866) 276-7761 Option 1 or email: [CMCC@crossmatch.com](mailto:CMCC@crossmatch.com). You can also open a support case through our website using our web form located at <https://www.crossmatch.com/company/support/request/>

*Special Notes:*

Taxes are different in every state and are added to your invoice, if applicable. If your company is tax-exempt please submit the tax-exempt certificate along with the signed quote and/or purchase order.

For maintenance contract questions, contact us at: [maintenancecontracts@crossmatch.com](mailto:maintenancecontracts@crossmatch.com)

Sincerely,

Tricia Mazur  
Contract Renewal Representative  
+1 561 630 3061



## MAINTENANCE CONTRACT QUOTATION

Customer Name : TOWN OF PALM BEACH  
Account Number: 22009  
Contract Number : 038665  
Date: Feb 26, 2020

**Quote To:**

ANDREW MINCHAK  
TOWN OF PALM BEACH  
POLICE DEPT,  
PALM BEACH, FL- 33480  
561 - 227 6383  
AMINCHAK@PALMBEACHPOLICE.COM

**Billing Address:**

Customer: TOWN OF PALM BEACH  
Address 1: POLICE DEPT,  
Address 2: 345 S COUNTY RD  
City, State, ZIP : PALM BEACH, FL - 33480

\* Serial Number 005029083.C2018

Line	Item	Description	Start Date	End Date	Tax	Amount
2	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS	Mar 1, 2020	Feb 28, 2021	0.00	0.00

Type of Equipment						
Line	Description					
1	FINAL ASSEMBLY, GUARDIAN 200					

Line	Item	Description	Start Date	End Date	Tax	Amount
3	950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	Mar 1, 2020	Feb 28, 2021	0.00	0.00

Type of Equipment						
Line	Description					
1	FINAL ASSEMBLY, GUARDIAN 200					

Line	Item	Description	Start Date	End Date	Tax	Amount
5	930164-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, GUARDIAN V, USB, FW, NG, DEVICE ONLY, DOMESTIC	Mar 1, 2020	Feb 28, 2021	0.00	460.80

Type of Equipment						
Line	Description					
1	FINAL ASSEMBLY, GUARDIAN 200					

<b>Contract Amount</b>	\$460.80
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If tax exempt, please supply copy of current tax-exempt certificate. Crossmatch will automatically charge tax on your invoice unless you supply copy of current tax-exempt certificate with your order.

To renew your maintenance contract, email or fax back a signed copy of the quote or purchase order which references the quote number in the body of the purchase order by the expiration date.

**Contract Renewal Offered by:**

Crossmatch Maintenance Contracts Administrator  
Phone: +1 (561) 630-3061  
Email: [MaintenanceContracts@crossmatch.com](mailto:MaintenanceContracts@crossmatch.com)  
Date : Feb 26, 2020

**Contract Accepted by:**

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer Name : TOWN OF PALM BEACH

Scanner Serial Number(s) Confirmation:  
\_\_\_\_\_

Customer Notes /Comments (Please use the space below to update address and contact information.)



## CMT ADVANTAGE HARDWARE MAINTENANCE PLAN

1. **EQUIPMENT ELIGIBILITY:** The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Maintenance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Crossmatch prior to the Equipment being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Equipment. If the result of the audit indicates the Equipment is ineligible for Maintenance, Crossmatch will indicate what changes to the Equipment are required to make the Equipment eligible. The audit and any required changes to the Equipment are a billable service at the hourly and material rates in effect at the time the service is ordered. This Maintenance Plan shall not apply to any software, purchaser- furnished equipment or software, third party software or End User-furnished equipment.

2. **FEES AND CHARGES:** The prices for the Maintenance Plan can be found in the Crossmatch Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Crossmatch that are outside the scope of the Maintenance Plan are billable to Purchaser at Crossmatch's hourly and material prices in effect at the time of service.

3. **TECHNICAL SUPPORT:** This Maintenance Plan provides Purchaser with post-warranty remedies for Equipment defects. To obtain service under this Maintenance Plan, Purchaser must contact the Crossmatch Customer Care Center. Purchasers may report any defects in the Equipment by contacting Crossmatch's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Crossmatch will ship replacement equipment no later than the next business day to locations in the United States. Crossmatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Crossmatch certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Crossmatch's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Crossmatch. All data and or personally identifiable information on any Crossmatch Equipment or parts thereof, in either case, replaced repaired by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

**THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSSMATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSSMATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.**

4. **EXCLUSIONS:** Crossmatch shall incur no liability under this Maintenance Plan and is voidable by Crossmatch if in Crossmatch's sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Crossmatch); (e) the Equipment is installed or used in combination or in assembly with Equipment not supplied or authorized by Crossmatch; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Equipment has not been timely made.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Crossmatch Sales at 866-725-3926. For an additional charge (Part #930158) Maintenance Plan covers third party peripheral equipment (such as laptops and printers) that were purchased from Crossmatch in conjunction with the purchase of the Crossmatch Equipment.

Crossmatch's obligations hereunder are contingent upon your providing the Equipment serial number as proof-of- purchase, and upon Crossmatch's determination that the suspected malfunction is actually due to defects in material or workmanship.

**THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.**

Crossmatch reserves the right to improve/modify Equipment at any time, at its sole discretion, as it deems necessary. The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.



## CMT ADVANTAGE SOFTWARE MAINTENANCE PLAN

1. SCOPE OF COVERAGE. The following sets forth the terms and conditions under which Cross Match Technologies, Inc., and its affiliates, including but not limited to DigitalPersona, Inc. (collectively, "*Crossmatch*"), will provide maintenance services ("*Maintenance Plan*"). Each Maintenance Plan is for a period of twelve (12) months.

2. MAINTENANCE SERVICES. Subject to the terms of this Maintenance Plan and Purchaser's payment of all Maintenance fees Crossmatch will provide the following:

2.1. Maintenance. Crossmatch will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each a "*defect or issue*"). Crossmatch will receive Purchaser's 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 Purchaser, Crossmatch will deliver to Purchaser, as made commercially available by Crossmatch, bug fixes, maintenance updates and Major Releases for the Software ("*Updates*"), which will thereafter be considered "Software". 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. At its expense and as deemed appropriate by Crossmatch in its sole discretion, Crossmatch will furnish Purchaser with revised Documentation (including release notes identifying each change) with each Update.

2.2 Resolution. Except as otherwise expressly set forth herein, Crossmatch will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Crossmatch intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue. Purchaser acknowledges that in order to perform Maintenance, Crossmatch may require access to and a copy of code in Purchaser's possession (or that of Purchaser's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Purchaser agrees to provide access, assistance and information to Crossmatch as required to resolve defects or issues with the Software.

2.3 Other Defects and Issues. If Purchaser reports a defect or issue with the Software that is scheduled by Crossmatch to be addressed in a later Update, Crossmatch may address such defect or issue in such Update. Purchaser agrees to pay Crossmatch at Crossmatch's standard rates for all effort expended towards resolution of any defect or issue which is later determined to result from any cause other than an error or issue in the Software.

### 3. SUPPORT LINES.

3.1 First Line Support. Purchaser shall establish and maintain the organization and processes to provide first line support directly to any of Purchaser's customers and/or end users. Crossmatch shall have no obligation to provide any first line support to Company's customers and/or end users. First line support shall include: (a) a direct response to Company's customers and/or end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

3.2 Second Line Support. Crossmatch shall maintain the organization and processes necessary to provide second line support for the Software to Purchaser. Such second line support shall be provided to Purchaser only if, after reasonable commercial effort, Purchaser is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of Purchaser. Crossmatch shall have no obligation to provide second line support directly to any of Company's customers and/or end users. In order to assist Crossmatch in providing such second line support, Purchaser will provide Crossmatch with the ability to access Purchaser's computer platforms which utilize the Software (including but not limited to access to configuration information and error logs) and provide assistance to Crossmatch in order to facilitate Crossmatch's use of remote administration tools relating to the Software. Second line support will be provided primarily through web-based support services and through telephone support in English utilizing VOIP or direct dial voice connection toll free in the United States and Canada at (866)276-7761, internationally at +1-561-622-9210 or by email at CMCC@crossmatch.com.

### 4. WARRANTY.

4.1 Limited Warranty. Crossmatch represents and warrants that the Maintenance provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that Purchaser's sole and exclusive remedy and Crossmatch's sole and exclusive obligation for a breach of the foregoing warranty shall be for Crossmatch to re-perform such Maintenance in accordance with the foregoing warranty.

4.2 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, ALL DELIVERABLES AND SERVICES PROVIDED BY CROSSMATCH PURSUANT TO THIS MAINTENANCE PLAN ARE PROVIDED "AS IS", AND CROSSMATCH AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CROSSMATCH AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR MAINTENANCE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE MAINTENANCE OR THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.



COMPANY ACKNOWLEDGES THAT CROSSMATCH IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CROSSMATCH, INCLUDING ITEMS SUPPLIED OR SERVICES PERFORMED BY COMPANY.

5. SERVICE LIMITATIONS. The Maintenance does not include, nor will Crossmatch be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Software not performed or recommended by Crossmatch; (b) any use of the Software on a system that does not meet Crossmatch's minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Crossmatch; (d) any configuration of the Software (or hardware configurations) other than as recommended by Crossmatch; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Company's failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alternation from any cause whatsoever (including but not limited to computer virus); (i) upgrades or changes in the computer platform's hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by Purchaser's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any files prior to providing them to Crossmatch. All data and or personally identifiable information received by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

6. MAINTENANCE FEES AND PAYMENT. Payment of Maintenance fees are due annually in advance. This Maintenance Plan is a final sale and is not refundable. In the event that Maintenance is discontinued or suspended, to reinstate or renew Maintenance, Crossmatch reserves the right to charge Maintenance fees for the interim period during which Maintenance was discontinued or suspended.

7. TERM AND TERMINATION. This Maintenance Plan shall remain in effect for one (1) year from the Delivery Date. Purchaser may terminate this Maintenance Plan if Crossmatch materially breaches the terms of this Maintenance Plan and such breach remains uncured for thirty (30) days after written notice, in which case Purchaser's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent maintenance fee paid by Purchaser to Crossmatch multiplied by a fraction, the numerator of which is the number of whole months remaining in the then current maintenance period and the denominator of which is twelve (12). The expiration or termination of this Maintenance Plan shall not terminate or otherwise affect the Agreement.



CROSS MATCH TECHNOLOGIES, INC  
 DIGITALPERSONA, INC  
 Credit Card Authorization Form

Company Name	
Billing Address for Invoices	
City, State or Province	
Postal Code & Country	
Ship To Address	
City State or Province	
Postal Code & Country	

Type of Credit Card (check one):  MasterCard  Visa  American Express

Name on Credit Card: _____ Credit Card Number: XXXX- XXXX-XXXX-_____ Expiration Date: _____ (please provide only last 4 number of credit card) <b>We do not store credit card numbers – please provide a contact number so we can contact you for the complete credit card number.</b> Telephone number to call: _____
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Use customer's freight account?  Yes  No

If "Yes", please indicate freight carrier name and account number on the line below.

\_\_\_\_\_.

* Amount to be Charged	
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**\*\*If the amount above is for product only, Sales tax and freight will be charged added if appropriate.**

Invoice, PO or Sales Order Number (s) being paid	Maintenance Contract Number:
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Would you like a receipt for this transaction?  Yes  No

Authorized Signature	
Email address	
Telephone Number	
Date	

**\*\*\*PLEASE SEND THIS FORM TO [CMT.AR@CROSSMATCH.COM](mailto:CMT.AR@CROSSMATCH.COM) ONLY\*\*\***