



Dear Cross Match Customer:

***This is your quotation for maintenance contract renewal.
It is important that you verify your serial number for accuracy.***

Cross Match quotations for live scan system maintenance contract 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, or for a customized, comprehensive quotation, please contact us at: maintenancecontracts@crossmatch.com. We will need your company name, contact, phone and the serial numbers of all your scanners.

The renewal process is simple: If your company has credit terms, SIGN and DATE the quote page and return it by FAX to (561) 622-9938 prior to the expiration date (or FAX a signed Purchase Order accompanied by quote). The Accounting Office will issue Credit Customers an invoice based on signature or PO. If paying by Credit Card (MasterCard/VISA), attached to this quote find our credit authorize form. Fill out form completely, sign and FAX it to (561) 828-7717. If you do not feel comfortable adding your card number on the form please fill out the form, sign, FAX back then call 561-630-0468 with the credit card number. The Accounting Office will issue Credit Card Customers a paid invoice with the charge receipt.

Maintenance Contract Benefits:

- § **Unlimited repairs, all parts and labor covered by Cross Match for failures occurring under normal use. Avoid \$800 minimum repair charge applicable for units not under maintenance contract.**
- § **24/7 help-desk telephone support. Most Software issues to be resolved via modem connection to customer system. Avoid \$200 hourly rate charge applicable for systems not under maintenance contract.**
- § **Twenty-four hour (next business day) cross ship to replace field unit if failure is hardware related. Avoid delay in shipping unit to Cross Match Headquarters for repair.**
- § **Agency-mandated software updates provided under maintenance. Avoid \$1,000 fee per update.**
- § **Cross Match pays all shipping costs. Avoid freight charges.**

Please 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. **For lapsed contracts, we require a remote technical audit at a fee of \$300 for ten-print and \$500 for palm-print to confirm your system (s) is operable prior to moving forward with a maintenance contract.** If the audit reveals a need for repairs, they can be purchased at time/materials before the contract goes into effect. If systems are not kept under contract, systems older than three (3) years may require a computer upgrade.

The Customer Care Service Group Desk is toll free: 866-276-7761 or email: cmcc@crossmatch.com.

Cross Match provides on-site or campus training as well as remote training. Please let us know if you are interested in receiving a training quotation.

Special Notes:

GSA Contract: GS 35F-0199R; US Courts BPA USCA-05-C0198

Taxes are different in every state and are added to your invoice, if applicable, unless you fax current tax exempt certificate with your order.

For maintenance contract questions, contact us at: maintenancecontracts@crossmatch.com

Andres Munoz
Maintenance Contracts Administrator
561-624-5279



EXHIBIT D
MAINTENANCE PLAN

Reference Purchase Order: _____

The undersigned hereby elects to purchase from Cross Match Technologies, Inc. ("Cross Match") the Maintenance Plan as described herein for the period of time specified on the applicable Purchase Order.

Product Eligibility: The contract period for the Maintenance Plan commences after the warranty ends. Products are eligible for a Maintenance Plan provided that the warranty has not expired. Any such Product deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Cross Match prior to the product being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Product. If the result of the audit indicates the Product is ineligible for Maintenance, Cross Match will indicate what changes to the Product are required to make the Product eligible. The audit and any required changes to the Product 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 product or interface customized by Cross Match to meet Purchaser's specific requirements. Purchaser-furnished equipment or software, third party software or End-User-furnished equipment is not eligible.

Fees and Charges: The prices for the Maintenance Plan can be found in the Cross Match Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Cross Match that are outside the scope of the Maintenance Plan are billable to Purchaser at Cross Match's hourly and material prices in effect at the time of service.

Technical Support: This Maintenance Plan provides Purchaser with post-warranty remedies for Product defects. To obtain service under this Maintenance Plan, Purchaser must contact the Cross Match Customer Care Center. **The deliverables as described herein do not flow through Purchaser to Purchaser's End Users.**

Hardware: Purchasers may report any defects in the hardware Products by contacting Cross Match'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, Cross Match will ship replacement equipment no later than the next business day. CrossMatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Cross Match 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 Cross Match's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser.

Software: In the event of the discovery of any software non-conformance, the Purchaser may report such alleged non-conformance to the Cross Match Customer Care Center. The Customer Care Center will work with the Cross Match-trained on-site caller to verify and resolve the problem. If unable to resolve the problem through telephone consultation, the Customer Care Center will remotely connect to the Purchaser's system through a Purchaser-provided data connection to perform advanced diagnosis and analysis. During the time of the remote data connection, the Purchaser must provide a voice telephone line for the on-site caller. If Cross Match is unable to resolve the problem through the remote data connection, then Cross Match, at its sole discretion, may dispatch a Cross Match technician for on-site diagnosis and analysis. If the problem is determined to be a defect in the Cross Match-supplied software, then the on-site work shall be provided free of charge and at no additional cost to the Purchaser. Cross Match will deliver a software correction to remedy the nonconformance. If the problem is determined not to be a defect covered for any reason under this Maintenance, then the on-site work may be billable.

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

Exclusions: Cross Match shall incur no liability under this Maintenance Plan and is voidable by Cross Match if in Cross Match's sole reasonable opinion: (a) the Product is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Product manual; (b) the Product is not maintained as specified in the product manual; (c) the Product 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 Product is modified or altered (unless expressly authorized in writing by Cross Match); (e) the Product is installed or used in combination or in assembly with products not supplied or authorized by Cross Match; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Product has not been timely made.

This Maintenance Plan does not provide additional hardware or computing platform software or its installation when required by



Cross Match software supplied hereunder. If required, these may be obtained from Cross Match at the published prices in effect at such time.

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 Cross Match Sales at 866-725-3926. The Maintenance Plan does not cover third party peripheral equipment (such as laptops and printers) that is connected or otherwise used in conjunction with the Cross Match Product. Customers should contact the manufacturer of such third party equipment regarding suspected defects in such equipment.

Cross Match's obligations hereunder are contingent upon your providing the Product serial number as proof-of-purchase, and upon Cross Match'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 PRODUCT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Cross Match reserves the right to improve/modify products at any time, at its sole discretion, as it deems necessary.

The ID 2500 system is not eligible for the Maintenance Plan.

The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.

By signing this Agreement, Purchaser agrees to pay for the Maintenance Plan covering the Products set forth in the above referenced Purchase Order.

CROSS MATCH TECHNOLOGIES, INC.

PURCHASER:

By: _____

Name of Purchaser

Name: _____

By: _____

Title: _____

Name: _____

Title: _____



June 14, 2012

Evangelina Garcia
Hidalgo County

Dear Ms. Garcia:

As the developer and manufacturer of the Cross Match 10-Print Live Scan Systems and Single Finger Capture Units (Guardian, ID 1000, ID 500, ID 2500, Verifier Series and MV-5 Handheld) we are the sole vendor authorized to provide warranty and maintenance services.

Due to the sensitivity of accuracy and maintaining compliance with strict FBI image quality requirements, we provide depot repair only on all our forensic products . There are no third party providers of internal optics service. We provide strict compliance to the highest standards.

We certainly appreciate your continued confidence in choosing Cross Match Technologies as your Live-Scan system and we will always show our responsiveness to your needs.

Sincerely,

Marygrace Cox

Marygrace Cox
Senior Sales Operations Specialist
Cross Match Technologies Inc.

Cross Match Technologies, Inc.

3960 RCA Boulevard, Suite 6001, Palm Beach Gardens, Florida 33410

Tel. (561) 622 1650 - Fax (561) 622 9938

Internet: www.crossmatch.net - E-mail: sales@crossmatch.net

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

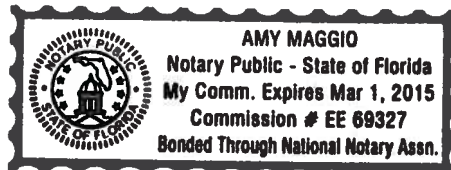
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Marygrace Cox
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Marygrace Cox. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Cross Match Technologies Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Maintenance for the LSCAN Guardian USB
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED TO under oath before me on 14 day of June, 2012.



NOTARY PUBLIC

PRINTED NAME

3-1-15
MY COMMISSION EXPIRES

COMPANY NAME: Cross Match Technologies Inc
ADDRESS, CITY, STATE & ZIP CODE: 3950 RCA Blvd Suite 5001 Palm Beach Gardens FL 33410
PHONE: 561-622-1650 NUMBER: _____
CONTACT NAME AND TITLE: Marygrace Cox Sr. Sales Operations Specialist
WEB ADDRESS: _____ EMAIL: Marygrace.cox@crossmatch.com
FEDERAL TAX ID NUMBER: 65-0637546 TEXAS SALES TAX NUMBER: _____

Evangelina Garcia

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, July 09, 2012 1:04 PM
To: 'Evangelina Garcia'
Subject: RE: Maintenance Plan-CrossMatch Technologies

Hi Vangie,

Long time no talk....hope you are doing well. I don't believe I had seen this one before. I have reviewed the attached maintenance plan and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, July 09, 2012 11:59 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: Maintenance Plan-CrossMatch Technologies
Importance: High

Good Morning Josie:

Hope you're doing well, listen, I'm not sure if Marty sent you the following correspondence. It has to do with HIDTA Task Force and I will be sole sourcing this item, however, it has a maintenance agreement to it. When I ran this by Marty, she told me to forward to her so that she could sent it to you for your review as to form. Since I haven't heard from Marty on this and I need to follow up, I'm just sending it directly to you for your review as to form.

Appreciate your help on this and please let me know if there's any questions.

Thank you

Vangie Y. Garcia, Contract's Manager

Evangelina Garcia

From: Marygrace Cox [marygrace.cox@CrossMatch.com]
Sent: Wednesday, June 27, 2012 3:18 PM
To: Evangelina Garcia
Subject: RE: Expiring - Cross Match Maintenance - Renewal Notice for Contract Number: 019902

Yes this is only a continuation of what you've purchased last year. As our contracts run annually.

Marygrace Cox

Sr. Sales Operations Specialist

Cross Match Technologies, Inc.
3950 RCA Boulevard, Suite 5001
Palm Beach Gardens, FL 33410
U.S.A

T +1 561 630 0468

F +1 561 828 7717

Marygrace.cox@crossmatch.com



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From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 4:16 PM
To: Marygrace Cox
Subject: RE: Expiring - Cross Match Maintenance - Renewal Notice for Contract Number: 019902

Ms Cox:

You actually had already sent me the sole source letter already but what I just wanted to clarify with you was that if when Hidalgo County purchased this back in 2010, did it include the maintenance and warranty. In other words, is this a continuation of that maintenance plan before the current one expires next month. Please let me know.

Thanks

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us