

Attachment 1 - Official Quotation



BIO-Key International
300 Nickerson Rd
Marlborough, MA 01752
508. 460.4000

Quote#:	39665.73
Date:	8/15/08
Quote Expires:	11/13/08
BIO-key Rep	Brad Thompson

End User
Shawn Newsom Williamson County Sheriff Department 508 S Rock St 0 Georgetown, TX 78626 512-943-1317

Internal Use Only, Reseller App. no

Qty.	Part #	Description	Unit Price	Extended Price	Unit Maint.	Extended Maint.	Line Item Total
	127 PCM-200	MobileCop 200 to 599	\$664.63	\$84,408.01	\$107.10	\$13,601.70	\$98,009.71
	10 PCM-200	MobileCop 200 to 599	\$0.00	\$0.00	\$107.10	\$1,071.00	\$1,071.00
	50 IFSUP-101-200	InfoServer upgrade for 101 to 200 users (per user)	\$330.65	\$16,532.50	\$53.28	\$2,664.00	\$19,196.50
Total Products and Maintenance				\$100,940.51		\$17,336.70	\$118,277.21
2nd year Support & Maintenance							\$17,336.70
							\$135,613.91

Services				
Description of Services	Total Labor Days	Trips	Total Labor & Travel	
Mobile				
Project Management				
Technical Consultant	Services to be provided with this quote will be detailed in a separate Statement of Work			
Training Specialist				
Mobile Additional Products				
Project Management				
Technical Consultant				
Training Specialist				
Custom Solutions				
Project Management				
Technical Consultant				
Training Specialist				
Biometrics				
Project Management				
Technical Consultant				
Training Specialist				
Biometrics Other				
Project Management				
Technical Consultant				
Training Specialist				
Total Services				
Project Management				
Technical Consultant				
Training Specialist				
Total Services				
Grand Total \$135,613.91				

Annual Maintenance Agreement

BIO-key Support and Maintenance Agreement assures that mission-critical software will remain up to date and that expert technical assistance will always be a phone call away. The annual Support and Maintenance Agreement is separate from BIO-key's warranty. Maintenance includes telephone support, interim software updates, and new software releases. The first year maintenance is charged for 12 months beginning after installation is complete. The maintenance fee is part of the invoice at the time of the order.

Installation Requirements

If there is no price listed in the Project Management or Systems Integration line(s) under "Services" above, Customer agrees to be responsible for the project management and/or installation, and product(s) will be invoiced upon shipment.

Condition of Sale Payment Terms and Credit Policy: SEE PAGE 2

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BIO-key International, Inc. Condition of Sale Payment Terms and Credit Policy

Pricing Policy: The price of each Product supplied by BIO-key under this Agreement shall be as specified on BIO-key's price sheet, as amended by subsequent Discount Schedules published by BIO-key from time to time; provided however, that no change in price shall affect a purchase order received by BIO-key prior to the date of publication of any change. The price charged for Products to Purchaser is in United States Dollars and is exclusive of freight, imposts, duties, taxes, installation charges and other related costs. Purchaser shall pay, in addition to all amounts specified in this Agreement, all taxed, freight, imposts and duties and amounts in lieu thereof, and interest thereon, paid, payable or collectible by BIO-key (exclusive of taxes based on BIO-key's net income) levied or based on (a) amounts chargeable to Purchaser pursuant to this Agreement, or (b) the Products or their use. In the event any taxes, imposts, duties or amounts in lieu thereof are paid or payable by BIO-key, there shall be added to the price payable by Purchaser to BIO-key under this Agreement an amount equal thereto, including but not limited to state and local privilege or excise taxes based upon gross revenue or any taxes and in lieu thereof therefore paid or payable to BIO-key in respect of the foregoing, exclusive however, of taxes based upon the income of BIO-key.

Terms: Standard terms will be in accordance with the signed Agreement between the Parties unless BIO-key International has notified the Purchaser otherwise in writing. The total purchase price of the Products ordered shall be paid at the time of purchase either by cashier's check, or by Purchaser's check wire transfer or credit card, unless parties agree otherwise in writing. In the event of default in any payment, Purchaser agrees to reimburse to BIO-key International, BIO-key's costs of collection including but not limited to reasonable attorney's fees and costs.

Delivery: Buyer will give BIO-key notice of requested form of delivery. Upon receipt of the request for delivery, BIO-key will arrange for delivery through a carrier chosen by BIO-key, the costs of which shall be F.O.B. shipping point. Delivery will be made thirty (30) to ninety (90) days after receipt of this order. Custom software delivery quoted separately.

Acceptance: Acceptance will be in accordance with the terms of the signed Agreement between the Parties.

Established Open Accounts: All amounts are due thirty (30) days from date of invoice. Prior to receiving an open account, Purchaser must complete and qualify from the Customer credit application. Delinquent balances are subject to a service charge of 1 ½ % per month (or the legal minimum allowable per buyers' state). There will be a minimum charge of \$0.50. The interest charges will be invoiced on the last business day of the month.

Past Due Accounts: Any past due account is placed on immediate credit hold, for the purposes of acquiring product, service or technical support. Accounts that become thirty (30) days past due are subject to review and collections action. Returned checks are subject to a Twenty-five (25.00) dollar service charge in addition to delinquent invoice charges. Past due accounts will be reviewed and may result in termination of existing and future business relationships.

Seller's Right of Possession: In addition to all other remedies, BIO-key reserves the right to withhold shipment in whole or in part, and/or recall goods in transit at any time, for credit reasons or because buyer's default. BIO-key will notify buyer of said action and give credit for said goods minus 15% fee and any processing charges incurred by BIO-key.

Credit Limit: Customers with open credit terms are each assigned credit limits. No purchases can be made beyond the credit limit without special arrangements in writing.

Sales Tax: Sales made to customers in States that BIO-key is registered to do business in are always subject to sales tax unless a tax exemption certificate is provided. Sales tax need not be collected on shipments to

Shipment Cost, Title and Risk of Loss: All shipments of Products shall be F.O.B. BIO-key's office in Marlborough, Massachusetts ("shipment Point"). Unless otherwise agreed by BIO-key, all goods shall be packed for foreign shipment at Purchaser's expense, in accordance with standard commercial practices. All other shipping charges including insurance, handling and special packing and expenses for any export/import licenses shall be paid by Purchaser. Purchaser shall be responsible for and shall obtain and forward to BIO-key International, Inc., destination import certificates and U.S. export licenses as required. BIO-key, as an accommodation to Purchaser will arrange delivery of Products from shipment point to a site designated by Purchaser with the shipping cost to be billed directly to Purchaser in the absence of instructions to the contrary. BIO-key, on behalf of Purchaser, will select the carrier but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier by construed to be the agent of BIO-key. License of the technology shall be in accordance with the signed Agreement between the Parties.

Risk of loss remains with BIO-key International until the Products are delivered to the carrier at the shipment point. Purchaser assumes all risks of loss upon delivery of the Products to the carrier at the shipment point. Insurance will be arranged by Purchaser in its discretion on the Products while in transit.

Assignment: This Condition of Sale in no way assigned any ownership or rights away from BIO-key for its products or technologies.

Warranty: BIO-key warrants that commencing from the date of delivery to Customer (but in case of resale by a BIO-key reseller, commencing not more than ninety (90) days after original shipment by BIO-key) that (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of BIO-key and its suppliers under this limited warranty will be, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than BIO-key. If such a defect occurs, contact BIO-key's shipping department and request an RMA number, return it to us at the address below and BIO-key will replace it for free.

BIO-key International, Inc. 300 Nickerson Road, Marlboro, MA 01752

In no event does BIO-key warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. BIO-key makes no representation or warranty, expressed or implied, as to the accuracy, reliability, or completeness of the information contained in the Software or the results of its use. BIO-key's entire liability to you, and that of our dealers and suppliers shall not exceed the amount paid by the Purchaser for the product. The limitations in this section shall apply whether or not limited to warranties of merchantable quality, merchantability or fitness for a particular purpose, or those arising by law, statute, usage of trade or course of dealing. The Purchaser assumes the entire risk as to the results and performance of the Product. Neither BIO-key nor our dealers or suppliers shall have any liability to you or any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data or other commercial or economic loss, even if BIO-key has been advised of the possibility of such damages or they are foreseeable; or for claims by a third party. Our maximum aggregate liability to you, and that of our dealers and suppliers shall not exceed the amount paid by the Purchaser for the product. The limitations in this section shall apply whether or not

Technical Support: The BIO-key offers Technical Support that is designed to meet the unique software support requirement of BIO-key's clients and partners. Support is available 8am to 5pm Eastern Time, Monday through Friday. Support is via phone, e-mail or fax.

Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any disputes hereunder will be heard in the appropriate federal and state courts located in Middlesex County, Massachusetts.