

Village of Antioch

RESOLUTION NO. 17-77

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH TYLER TECHNOLOGIES FOR THE PURCHASE, SERVICE AND MAINTENANCE OF A RECORDS MANAGEMENT SYSTEM.

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village of Antioch desires to provide modern and progressive police services to the community through the implementation of a new Records Management System; and,

WHEREAS, through research and analysis, the Village of Antioch has concluded that Tyler Technologies / New World Systems offers the best, long term solution for a Records Management System for the Police Department; and,

WHEREAS, the Village of Antioch desires to enter into a contract with Tyler Technologies for the purchase, service and maintenance of a Records Management System.

NOW, THEREFORE, BE IT HERBY RESOLVED BY THE MAYOR AND THE VILLAGE BOARD to authorize the Village Administrator to execute all documents and execute the purchase of a Records Management System through Tyler Technologies / New World Systems and authorize the maintenance agreement

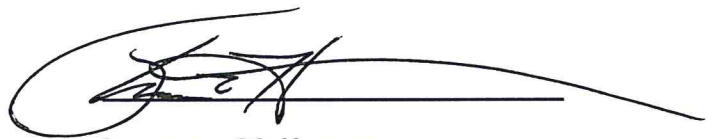
ADOPTED by the Mayor and Board of Trustees of the Village of Antioch, Lake County, Illinois this 11th day of December 2017.

APPROVED this 11th Day of December, 2017

AYES: 6. Jozwiak, Pierce, Poulos, Dominiak, Johnson and Macek.

NAYS: 0.

ABSENT: 0.

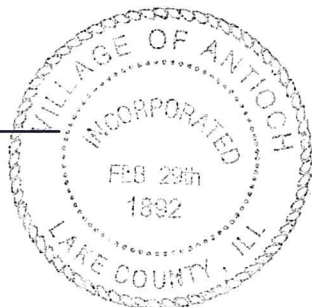


Lawrence M. Hanson

ATTEST:



Lori K. Romine, Village Clerk



Attachments:

1. New World Systems/Tyler Technologies Software Contract #ANT-17A1B
2. Lake Zurich Intergovernmental Agreement
3. Capital Innovations Municipal Lease Quote
4. Crossmatch Quote # 01792394



Document #: ANTI-17A1C

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Village of Lake Zurich, with offices at 70 E. Main Street, Lake Zurich, IL 60047 ("Lake Zurich").

WHEREAS, Tyler and Lake Zurich are parties to a License Agreement with an effective date of April 23, 2015 (the "Agreement");

WHEREAS, Antioch Police Department ("Antioch") is being added as an authorized agency under the Agreement;

WHEREAS, Tyler and Lake Zurich now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Lake Zurich agree as follows:


1. The software and/or services set forth in Exhibit 1 and 2 to this Amendment will be provided to Antioch. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. All invoicing will be sent to Antioch at the following address: 433 Orchard Street, Antioch, IL 60002-1236.
3. The following payment terms, as applicable, shall apply:
 - a. Additional license fees will be invoiced 100% on the Amendment Effective Date.
 - b. *Maintenance and Support Fees*: Year 1 associated maintenance and support fees will be invoiced on the first day of the month, six-months following the Amendment Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
 - c. *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - d. *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
 - e. Payment for undisputed invoices is due within forty-five (45) days of invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

- f. Travel expenses shall be invoiced as incurred, as applicable.
4. If Lake Zurich's license to its software is suspended, or if they stop receiving maintenance and support on that software, Tyler is not responsible for any impact that might have on Antioch or the software and services they are receiving under this Agreement.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement with Lake Zurich.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: 
Name: Sherry Clark
Title: Senior Corporate Attorney
Date: 12/8/2017

Village of Lake Zurich

By: _____
Name: Ray Keller
Title: Village Manager
Date: _____

Antioch Police Department

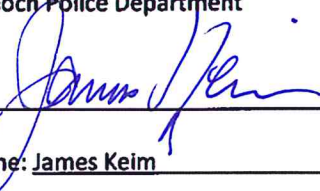
By: 
Name: James Keim
Title: Village Administrator
Date: 12-14-17



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date

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Investment Summary
ANTIOCH POLICE DEPARTMENT, IL
October 30, 2017

Tyler Software and Services

A. License Fees		\$37,824
1) Licensed Standard Software	\$224,760	
2) Less Existing Software Discount	(145,720)	
3) Less Discount	(41,216)	
B. Professional Services		43,230
C. Travel and Living Expenses (Estimate)		16,000
	TOTAL ONE TIME COST	<u>\$97,054</u>

Maintenance

D. Maintenance and Support Fees

1) Maintenance and Support Services:

Year 1 Maintenance	\$7,943
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NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

ANTIOCH POLICE DEPARTMENT, IL
(Add-on to the Lake Zurich, IL Servers)

October 30, 2017

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

UPGRADE OF EXISTING SOFTWARE AT LAKE ZURICH, IL

LAW ENFORCEMENT RECORDS

1. New World Multi-Jurisdictional Base Law Enforcement Records	\$36,960
- Accidents	
- Activity Time Tracking	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- GIS/Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	
- Virtual Jackets (<i>multi-jurisdiction only</i>)	
2. New World Federal and State Compliance Reporting for LE Records	
- Federal UCR/IBR	12,000
3. Additional New World Software for Law Enforcement Records	
- Alarm Tracking and Billing	10,000
- Bookings	10,000
- Career Criminal Registry (parolee, sex offender)	6,000
- Case Management	6,000
- Data Analysis/Crime Mapping/Management Reporting	15,000
- Demographic Profiling Reporting	10,000
- Equipment Tracking	10,000
- Field Investigations	6,000
- Gang Tracking	10,000
- Permits	10,000
4. New World Third Party LE Records Interface Software	
- Livescan Interface	8,000
<i>Supports FTP, UNC or File Share for communication using the b.txt or NIST file formats</i>	
- Ticket Writer Interface	20,000
5. New World Imaging Software	
- Public Safety Lineups/Mug Shots	18,000

SUB-TOTAL RECORDS MODULES	\$187,960
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ADDED STANDARD SOFTWARE

DECISION SUPPORT SOFTWARE

6. Law Enforcement Records Management Data Mart

- Includes 2 users 4,000

LE Records Management Dashboards 12,000

SUB-TOTAL DECISION SUPPORT MODULES

\$16,000

LAW ENFORCEMENT RECORDS

7. Additional New World Software for Law Enforcement Records

- Vehicle Tracking and Maintenance 10,000

SUB-TOTAL RECORDS MODULES

\$10,000

MOBILE SOFTWARE

8. New World Field-Based Reporting Software (27 Units)

LE Field Reporting (Federal Standards) 400 ea. 10,800 10,800

- Incident (1 form)

- Case (1 form)

- Arrest (1 form)

- Supplement (1 form)

- Impound Vehicle (1 form)

SUB-TOTAL MOBILE MODULES

\$10,800

9. Workstation License

Included

STANDARD NEW WORLD SOFTWARE LICENSE FEE

\$224,760

LESS EXISTING SOFTWARE DISCOUNT

(145,720)

LESS DISCOUNT

(41,216)

TOTAL TYLER SOFTWARE LICENSE FEES DUE

\$37,824

Note: Lake Zurich, IL currently has a site license for 100 users. This Investment Summary adds an additional 10 users and adds Antioch Police Department, IL as an authorized user of the licensed standard software at Lake Zurich, IL.

B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

PROFESSIONAL SERVICES

- | | | |
|---|-------|---------|
| 1. Project Management Services as required: | | \$6,400 |
| - Project Management | | |
| - Overall consultation and communication | | |
| - Monthly status reports and project updates throughout the duration of the project | | |
| - Implementation Plan | | |
| 2. Up to 192 hours of Implementation and Training Services are included for: | | 27,840 |
| - Software Tailoring and Set Up | | |
| - User Education and Training | | |
| - Other Technical Support | | |
| * Assumes train-the-trainer approach | | |
| 3. Fixed Installation Service Fees: | | 4,640 |
| - Livescan Interface | 4,640 | |
| 4. Decision Support Software Implementation Services: (RMS) | | 4,350 |
| - Installation of standard library components (cubes and dashboards) | | |
| - Training with data and reporting cubes | | |
| - Training on use of data mart for custom report building | | |
| - Requires up to 2 on-site trips - remaining work will be completed remotely | | |

TOTAL IMPLEMENTATION SERVICES	\$43,230
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C. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT

- | | | |
|--|--|----------|
| 1. TRAVEL AND LIVING EXPENSES (Estimate) | | |
| Estimated 8 trips at \$2,000 per trip. | | \$16,000 |

TOTAL ONE TIME COST	<u>\$97,054</u>
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D. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT

1. MAINTENANCE AND SUPPORT AGREEMENT (Per Year Cost):

Associated Maintenance and Support fees will be invoiced on a pro rata basis beginning on the first day of the month 6 months following the Amendment Effective Date.

Year 1 Maintenance

\$7,943

PRICING VALID THROUGH DECMEBER 29, 2017.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Federal UCR/IBR includes edits, reports and electronic submission.

State Accidents includes logic and reports; electronic submission is included where mandated by the State.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.



Exhibit 2

Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface and/or fixed installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit 3

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Antioch Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly

recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit 2.



Exhibit 3

Schedule 1

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *An Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

**Intergovernmental Agreement
For Police Records Management System & Services**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2017, for the purpose of operating a shared Tyler/New World Systems Aegis Police Records Management System (RMS) Solution, by and between the VILLAGE OF LAKE ZURICH, an Illinois municipal corporation ("Lake Zurich") and the VILLAGE OF ANTIOCH, both of which are Illinois municipal corporations. The Village is hereinafter referred to as the "Participating Village." Lake Zurich and the Participating Village may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Lake Zurich and the Participating Villages, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Parties desire to cooperate in deploying and operating New World Systems Records Management System (RMS solution) for their mutual benefit; and

WHEREAS, Lake Zurich has existing agreements for the mutual deployment and operation of the RMS Solution with the following municipalities: Village of Kildeer, Village of Hawthorn Woods, Village of Lindenhurst, and Village of Round Lake, and Village of Round Lake Beach; and

WHEREAS, Lake Zurich anticipates agreement for the integration, deployment and operation of the RMS Solution with the Village of Antioch; and

WHEREAS, it is desirable for additional municipalities to partner in the RMS solution thereby decreasing the operating costs for all municipalities; and

WHEREAS, it is in the best interests of Lake Zurich and the Participating Villages to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES**. The preambles hereto, as set forth above, are incorporated herein by reference and made a part hereof.
2. **OBLIGATIONS OF LAKE ZURICH**. Lake Zurich agrees to perform the following for the efficient and proper use of the RMS solution:

- a. The Parties acknowledge and agree that Lake Zurich will act as the host and primary caretaker of the RMS solution.
- b. All servers and hardware are located in a secure datacenter within the Lake Zurich Police Department that is equipped with a power backup system in the event of a utility power failure.
- c. Lake Zurich will perform appropriate system maintenance functions to ensure the safeguarding of information stored within the RMS solution.
- d. Lake Zurich will coordinate with the Lake County ETSB to permit secure access to the RMS solution from the Participating Village desktops and mobile devices as agreed upon.

3. **OBLIGATIONS OF PARTICIPATING VILLAGES.** The Participating Villages agree to perform the following in order to enable Lake Zurich to efficiently and properly fulfill its obligations under this Agreement:

- a. Provide work schedules, on-call schedules, training exercises and reasonable notifications thereof;
- b. Provide names, employee IDs and expected access levels for all personnel that will be using the RMS;
- c. Provide notification of employee separation or suspension within 2 hours of this event;
- d. Provide informational materials on case classifications, use of non-standard UCR;
- e. The Village of Antioch acknowledges and agrees to **Exhibit A** – One-time Project Cost Breakout and to make any and all payments associated with the RMS solution as necessary to meet the obligations under **Exhibit B** – Antioch’s Share of Ongoing and Annual Project Costs.
- f. Ongoing project costs are shared between the Village of Kildeer, Village of Hawthorn Woods, Village of Round Lake, Village of Round Lake Beach and Village of Antioch based on the percentages outlined in **Exhibit C** – Cost Share Schedule
- g. Costs will become due at irregular intervals and are payable to Lake Zurich within 30 days of being invoiced.

4. **OBLIGATIONS RELATING TO THE NEW WORLDS RECORD MANAGEMENT SYSTEM.** The parties acknowledge and mutually agree that the cost of servers, related hardware and third-party software licenses acquired solely for the operation of the RMS solution are shared based on **Exhibit C** - Cost Share Schedule. The Participating Villages shall be responsible for all third-party software and hardware prerequisites required for the RMS to be implemented in Participating Villages inclusive of mobile clients.

- a. The Parties mutually agree that any Party may elect to add Tyler/New World System components, or third-party components, to the Tyler/New World System. Such new components added by any Party shall be at the sole cost (including, but not limited to, implementation costs, software license maintenance costs, and any necessary software or hardware components to the servers that house the Tyler/New World System) of that same Party. The Parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing Party wishes to utilize a component paid by the implementing Party, then the non-implementing Party will agree to reimburse the implementing Party for a portion of the implementing costs as agreed to by the

respective Parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the Party where the unit is located.

- b. The Participating Villages' end-user support is provided directly by Tyler/New World Systems as part of the Software System Maintenance Agreement (SSMA).
- c. The Participating Villages end-user training during deployment, prior to go-live and acceptance will take place at a mutually agreed upon location and schedule.
- d. The Participating Villages' end-user training after go-live and acceptance can be arranged directly through New World Systems, billable to the Party requesting the training.
- e. The Participating Villages acknowledge and agree that connectivity to the RMS solution is provided through the ETSB network and that desktop and mobile connections are the responsibility of Participating Villages or their designated vendor.

5. **TERM AND TERMINATION.** The initial term of this agreement shall be for three (3) years following the commencement date. No less than 120 days before expiration of the initial term, the Parties agree to negotiate in good faith, a renewal term and costs based on then available population numbers, server, third party software and RMS requirements. This Agreement may be terminated after the initial term by written notice of no fewer than 180 days before expiration of the initial term by appropriate legislative action of one of the Parties. The Parties acknowledge and agree that a permanent unavailability of the RMS Solution or the Lake Zurich Police Department will constitute a default of this Agreement by Lake Zurich. If Lake Zurich reasonably believes that the Tyler/New World System will become permanently unavailable, Lake Zurich will notify the Participating Villages and cure the default. Failure to cure the default within sixty (60) days, will give the Participating Villages the authority to terminate this Agreement at any time thereafter.

6. **DISPUTE RESOLUTION.** The Parties desire to avoid and settle without litigation, any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 7 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination. During all negotiation proceedings and any subsequent proceedings Lake Zurich and the Participating Villages shall continue to fulfill the terms of this Agreement to the fullest extent possible. Lake Zurich shall continue to provide access to RMS solution as provided by this Agreement. The Participating Villages shall continue to make all payments to Lake Zurich as provided by this Agreement, including all payments about which there may be a dispute. Provided the Parties have been unable to reach agreement during the 30-day negotiation period, the Parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation, an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois.

7. **NOTICE.** Any notice or communication required or permitted under this agreement shall be in writing and delivered personally, by overnight courier, certified mail, email or by facsimile.

Notices shall be deemed valid upon confirmation of delivery at the appropriate address or confirmation of transmission of email or facsimile.

Notice and communication to the Participating Villages shall be addressed and delivered at:

Village of Hawthorn Woods 2 Lagoon Drive Hawthorn Woods, IL 60047 Attn: Village Manager Fax: (847) 438-1459	Village of Kildeer 21911 Quentin Road Kildeer, IL 60047 Attn: Village Manager Fax: (847) 438-1531	Village of Lindenhurst 2301 East Sand Lake Road, Lindenhurst, IL, 60046 Attn: Village Manager Fax: (847) 356-8270
Village of Round Lake 442 N. Cedar Lake Road Round Lake, IL 60073 Attn: Village Manager Fax: (847) 546-5405	Village of Round Lake Beach 1937 N. Municipal Way Round Lake Beach, IL 60073 Attn: Village Manager Fax: (847) 546-1705	Village of Antioch 874 Main Street Antioch, IL 60002 Attn: Village Administrator Fax: (847) 395-1920

Notice and communication to Lake Zurich shall be addressed and delivered at:

Village of Lake Zurich
70 E Main Street
Lake Zurich, IL 60047
Attn: Village Manager
Fax: (847) 540-1768

8. GENERAL PROVISIONS.

- a. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- b. Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- c. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing, and approved and executed by all parties to this Agreement in accordance with applicable law.
- d. This Agreement shall be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

9. SIGNATURES.



Village of Antioch

Village of Lake Zurich

Exhibit A – One Time Project Costs

Description	One-Time Costs
Server Hardware	1,497.60
Server Operating System	436.80
Server Database	592.80
Database Client License	2,925.00
Total:	\$5,452.20

Enroute SQL CAD Interface Costs: \$2,999.91

E-Ticketing Interface Costs: TBD

Exhibit B – Shared Ongoing and Annual Project Costs (estimates)

Description	Ongoing Costs
Backup Software Maintenance	397.80
GIS 3rd Party	234.00
Total:	\$631.80



equipment financing

Post Office Box 698
Richboro, Pa 18954
(800) 635-3273 Toll Free
(888) 810-4200 facsimile

November 13, 2017

Municipal Lease-Finance Quote prepared especially for:

Antioch Police Department (IL)

We appreciate the opportunity to provide you with a quote for municipal lease-financing in conjunction with Tyler Technologies.

Project Cost: \$97,054.00

Quarterly Payment Plan

12 quarterly payments of \$8,786.10 due in arrears (5.19%)

20 quarterly payments of \$5,452.43 due in arrears (4.54%)

Document Fee: \$395.00

Escrow Fee: \$350.00

This Transaction must be designated as tax-exempt under section 103 of the Internal Revenue Code of 1986 as amended. We are able to include documentation and escrow fee in financing or may be paid separately. Please contact your representative for more information.

Lessee total amount of Tax Exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit. If that amount exceeds \$10,000,000 please request alternative pricing.

This is a proposal only and is not a commitment to finance. This proposal is subject to review and approval of execution of mutually acceptable documentation. Quotation based on Treasury Maturities as of November 1st, 2017. Quote valid good through 11/30/2017

Please contact me at (877) 725-3100 with any questions or if you would like us to alter the structure in any way. We look forward to working with you.

Thank you,

Stuart G. Brown

Stuart G. Brown
President/CEO
877-725-3100/direct dial

cc:file



Quote Number: 01792394
Quote Created: September 27, 2017
Quote Expiration: December 26, 2017

Account Manager: Jennifer Velez

Sales Channel: State and Local

Phone: 5614937325

Fax: 5618287717

Mobile:

Email: jennifer.velez@crossmatch.com

Bill To Name: Antioch Police Department

Ship To Name: Antioch Police Department

Contact: John Laskowski

Contact: John Laskowski

Phone: (847) 395-8585

Phone: (847) 395-8585

Email: jlaskowski@antiochpd.com

Email: jlaskowski@antiochpd.com

Bill To: 433 Orchard St.
Antioch, Illinois 60002
United States

Ship To: 433 Orchard St.
Antioch, Illinois 60002
United States

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
1	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, 500P, DEVICE ONLY, DOMESTIC	930160-12	1	\$1,438.80	\$1,438.80	Open Market
2	WORKSTATION DESKTOP FOR USB 10 PRINT LIVESCAN	925244-003	1	\$1,890.00	\$1,890.00	Open Market
3	CAMERA, HD WEBCAM, C920	420536	1	\$86.25	\$86.25	Open Market
4	CMT ADVANTAGE MAINT, YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC	930158	1	\$300.00	\$300.00	Open Market
5	SOFTWARE, RELOAD, ILLINOIS	850181-207	1	\$0.00	\$0.00	Open Market
6	SOFTWARE, LSMS CONFIGURATION, ILLINOIS - ISP	850391-007	1	\$0.00	\$0.00	Open Market
7	SOFTWARE, XML BASED DEMOGRAPHIC DATA INTERFACE, LIVE SCAN	850085	1	\$1,500.00	\$1,500.00	Open Market
8	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS	950083-12	1	\$300.00	\$300.00	Open Market
9	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084-12	1	\$100.00	\$100.00	Open Market



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10	IMPLEMENTATION, FIRST DAY ON-SITE	930100-01	1	\$2,500.00	\$2,500.00	Open Market
11	FREIGHT	FREIGHT	1	\$150.00	\$150.00	Open Market

Grand Total: \$8,265.05

Notes: Interface with New World; will need contact info for New World.



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3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
<http://www.crossmatch.com>

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STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

1) **Terms of Order.** The terms contained herein shall govern unless Purchaser orders under Crossmatch's GSA Schedule Number GS-35F-0199R or if 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.



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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, Cross Match will deliver to Company, as made commercially available by Cross Match, 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 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



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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.

PURCHASER ACKNOWLEDGEMENT:

By: _____
Name: _____
Title: _____
Date: _____