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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 5, 2016

Her Excellency, Governor Margaret W. Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

Requested Action

Authorize the Department of Safety, Division of State Police, Bureau of Criminal Records, to enter into a **sole source** contract with MorphoTrak, LLC, 5515 E. La Palma Avenue, Suite 100, Anaheim, CA 92807 (VC #202464-P001) in the amount of \$3,979,678.00 to continue utilizing the Automated Fingerprint Identification System (AFIS). Effective upon Governor and Council approval through June 30, 2027. Funding source: 100% Revolving Funds.

Funds are anticipated to be available in the SFY2018/2019 operating budget and contingent upon availability and continued appropriations in SFYs 2020 through 2027 with the authority to adjust between fiscal years through the Budget Office if needed and justified:

02-23-23-234010-40190000 Department of Safety-- Division of State Police -- Criminal Records
024-500230 Maint Other than Build-GRN -- S/Ware Lic/Maint (Non-Desktop)

<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	Sub-Total	\$1,843,064.00
\$347,150.00	\$357,564.00	\$368,291.00	\$379,339.00	\$390,720.00		
<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	Sub-Total	<u>\$2,136,614.00</u>
\$402,441.00	\$414,514.00	\$426,950.00	\$439,758.00	\$452,951.00		
					Grand Total	\$3,979,678.00

Explanation

This contract is **sole source** because the hardware and software of this system is proprietary to MorphoTrak, LLC. The Automated Fingerprint Identification System (AFIS) is a nationwide system hosted by the Federal Bureau of Investigation to facilitate the identification of individuals based on their fingerprints. Originally, AFIS was primarily a tool for law enforcement, but recent years have seen Federal and State laws require fingerprint based identification to be used in employment screening for Commercial Motor Vehicle operators, daycare workers and others.

In 1997 the States of New Hampshire, Maine and Vermont came together to form the Tri-State AFIS consortium to enable all three states to participate in AFIS at reduced cost and with increased efficiency. This effort has provided a reliable and cost effective solution ever since. In addition to the economic benefits Tri-State AFIS has provided faster response to a portion of the inquiries because the current solution offers a local database of the information from the three states, which can provide information faster than inquiries to the centralized system housed by the FBI.

Tri-State AFIS representatives met and began to review alternatives for the continued participation in AFIS in 2012. There are only three vendors that currently meet the requirements of the FBI to allow participation in AFIS. The team reviewed the technology offered by all three vendors. One aspect of each vendor's solution is the use of proprietary hardware and software in the fingerprint capture workstations. This inhibits the transition from one vendor's equipment to another. A switch would

Her Excellency, Governor Margaret W. Hassan
and the Honorable Council

October 5, 2016

Page 2 of 2

require either expensive and time-consuming interface work or the complete swap out of capture devices at one time. The Tri-State AFIS system currently uses MorphoTrak hardware and software in over 150 fingerprint capture workstations. Forty-three of the workstations are used by NH agencies to process in excess of 85,000 inquiries annually.

In 2015 the Tri-State AFIS representatives determined that a multi-state sole source selection of MorphoTrak was the best solution as it offered a cost savings of between 40% and 50% in annual operating costs compared to the costs of individual state solutions and would not incur the added cost, time delay or service disruption of an immediate workstation replacement.

Respectfully submitted,



John Barthelmes
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

September 26, 2016

John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with MorphoTrak, LLC of Anaheim, CA 92807 as described below and referenced as DoIT No. 2017-015.

This is a request to enter into a ten year lease contract with the vendor for the benefit of the Department of Safety, Division of State Police Criminal Records Unit. The Automated Fingerprint Identification System (AFIS) service plan will enable the states of New Hampshire, Maine and Vermont to equally share the financial cost of leasing an AFIS, whereas the states on their own would be unable to purchase or lease such a system. The amount of the contract is \$3,979,678.00 and shall be effective upon Governor and Council approval through June 30, 2027.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/mh
Contract 2017-015

cc: Scott Hopkins, IT Manager

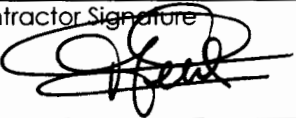


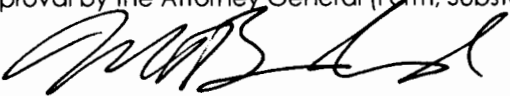
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name MorphoTrak, LLC		1.4 Contractor Address 5515 E. La Palma Avenue Suite 100 Anaheim, CA 92807	
1.5 Contractor Phone Number (714)238-2041	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$3,979,678
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Florian Hebras, Vice President and Chief Financial Officer	
1.13 Acknowledgement: State of <i>California</i> , County of <i>Orange</i> On <i>10-4-16</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Susan Molina</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Susan Molina, Notary Public</i>			
1.14 State Agency Signature  Date: <i>10/19/16</i>		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>10/20/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

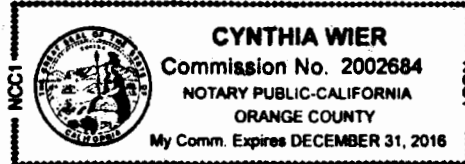
On September 27, 2016 before me, Cynthia Wier, Notary Public,
(Here insert name and title of the officer)

personally appeared Florian Hebras,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia Wier
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
State of New Hampshire
(Title or description of attached document)
Agreement
(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
_____ (Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials FH
Date 9/27/2016

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

Scope of Services

The New Hampshire Department of Safety, Division of State Police, Criminal Records Unit is seeking to upgrade its Automated Fingerprint Identification System.

Since 1997 the State of New Hampshire has partnered with the States of Maine and Vermont as the Tri-State AFIS consortium, to share the cost and technology of this Automated Fingerprint Identification System. Without this corroborative effort, these states, individually, would not have the funding to purchase a stand-alone AFIS.

In 2006 the original Tri-State AFIS reached the end of its lifecycle, and a system refresh was in order. Discussions among the Tri-State consortium concluded that remaining as joint partners was still the most viable and cost effective position for each state. In 2013 the Tri-State AFIS again reached its end-of-life cycle and in need of a technology refresh or system replacement in order to take advantage of improved technology and current federal initiatives.

Upon reviewing several options, from upgrading the current AFIS, or a total system replacement, to each state purchasing a stand-alone system, Tri-State AFIS has concluded that sharing an Automated Fingerprint Identification System remains the most viable option for a substantial cost savings to each state, compared to seeking a stand-alone system. Tri-State remains committed to continuing as a consortium for the purpose of sharing fingerprint capture, search, and storage.¹

Each state's efforts in securing funding for an AFIS refresh is vitally important, as without complete and total joint participation, it is unlikely that New Hampshire will have the financial means to fund its own automated fingerprint identification system.

Tri-State mutually agreed that a system upgrade was the best option, and selected the Service Plan proposed by the current vendor MorphoTrak, LLC, Proposal #00-000221-G, dated August 22, 2016, incorporated herein by reference as Attachment A. The fiscal ability of the tri-states with respect to purchasing a stand-alone AFIS is essentially the same as it was in 1997, and thus the solidarity of Tri-State AFIS needs to remain in place to exercise the proposed AFIS service plan selection. If New Hampshire chose the service plan on its own, the cost would be nearly double that of choosing the Tri-State service plan option.

Both the States of Maine and Vermont have secured the funding and authorization to execute the MorphoTrak AFIS Service Plan.

¹ See attached Tri-State AFIS MOU and support letters from NH, ME & VT.

ATTACHMENT A

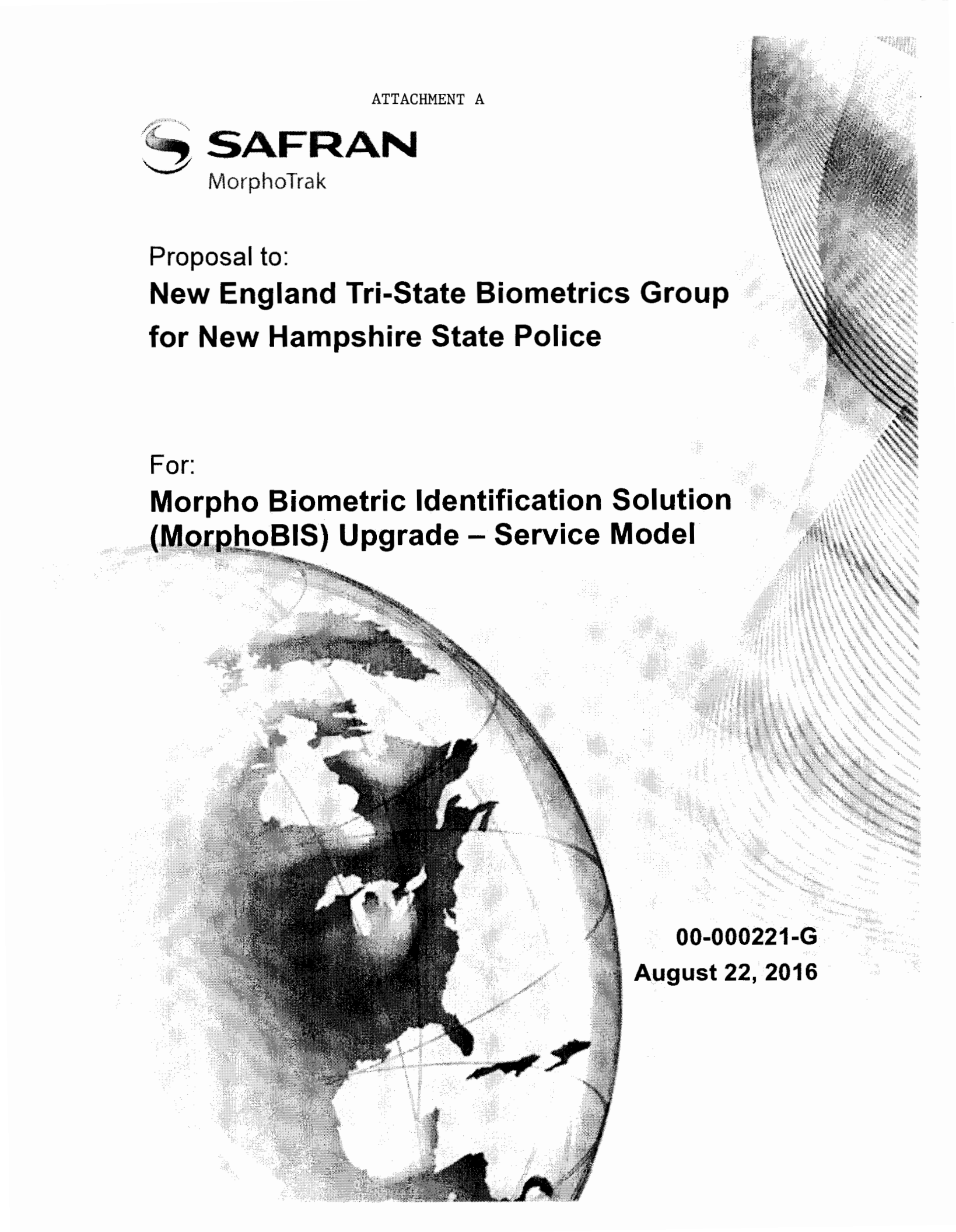


Proposal to:

**New England Tri-State Biometrics Group
for New Hampshire State Police**

For:

**Morpho Biometric Identification Solution
(MorphoBIS) Upgrade – Service Model**

A large background image on the right side of the page. It shows a close-up of a fingerprint being scanned, with the ridges and valleys clearly visible. The image is in black and white and has a halftone or dithered appearance. In the lower-left corner of this image, there is a small, circular inset showing a map of the world, with the continents of North and South America visible.

**00-000221-G
August 22, 2016**

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1 Executive Summary

Strengthening Your Identification Capabilities

MorphoTrak is proposing to Tri-State the Morpho Biometric Identification Solution (MorphoBIS). MorphoBIS will provide the fastest, most accurate, innovative and reliable AFIS available today. MorphoBIS is a multi-modal identification system that offers advancements that will benefit the Tri-State forensics team, officers and detectives working the cases, and most importantly, the communities that the Tri-State agencies serve and protect. Migration of the existing data from the current Tri-State Printrak BIS to MorphoBIS is included in this innovative solution to meet Tri-State's current and future needs.

MorphoBIS is our next generation multi-biometric identification system, a fusion of the leading Morpho, Printrak (formerly Motorola), and L-1 biometric identification technologies.

Since its introduction in 2010, MorphoBIS has been entrusted with the secure identification requirements of law enforcement agencies in North American and abroad. MorphoTrak is proposing a system that employs a unified database architecture. Our single AFIS database stores fingerprints, palmprints, mugshots, and the associated descriptors for each record. In addition, we offer a multi-incident structure, retaining a copy of each arrest incident for both tenprint searching and latent searching.

MorphoTrak Delivers a Complete Solution that Provides:

- ◆ *A seamless upgrade to MorphoBIS*
 - ◆ *Integration of the latest matching algorithms, to:*
 - *Increase system accuracy*
 - *Facilitate finding unsolved Hits*
 - *Provide industry leading lights-out matching for tenprint, palmprint, and latent submissions, as proven by recent benchmarks, and the latest NIST scores*
 - ◆ *Identical user interface and encoding strategies for finger and palm matching, and optional major case print matching*
 - ◆ *Advanced Latent Case Management, including automatic feature extraction for auto-coding latent images, and new tools to solve more crimes with greater efficiency and accuracy*
 - ◆ *A Quick Launch feature for processing latent images in bulk*
 - ◆ *The ability to send minutiae sets to the FBI NGI system without the ULW*
 - ◆ *A future-proof solution based on Service Oriented Architecture*
 - ◆ *Designed for interoperability and standards compliance*
 - ◆ *Support for rapid integration of new services, transaction types, and interfaces*
 - ◆ *Reduced operating, maintenance, and expansion costs*
-

MorphoTrak is prepared to migrate all existing data from your Printrak AFIS solution to the MorphoBIS, and work side-by-side as your partner in making this a successful implementation.

Our management approach is to assign the best-qualified people to each task, and use proven processes, refined by over 36 years of biometric project experience, for the successful implementation of your project. MorphoTrak's project implementation methodology is based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK).

For the Tri-State MorphoBIS upgrade project, our Program Manager will deliver drafts of all project plans for your review and approval prior to execution. The Program Manager will also ensure that all requirements are met, and through frequent communications with you, coordinate activity and delivery dates.

The MorphoBIS architecture will allow Tri-State to easily and cost-efficiently incorporate additional biometrics such as facial recognition, tattoo, and iris as needed. It also will enable you to meet the demands of new workflows and applications that may develop with future legislative mandates.

Upgrading to MorphoBIS brings the following features and benefits:

- ◆ Significantly enhances system accuracy and throughput with the most advanced matching algorithms
- ◆ Increases database capacity
- ◆ Performs electronic data migration
- ◆ Provides mobile search functionality (MorphoIDent)

MorphoTrak's detailed knowledge of the Tri-State's complex system and interfaces provides us with the unique ability to safely, and with low risk, migrate the existing data and upgrade the existing Tri-State system to the proposed MorphoBIS.

1.1 MorphoBIS Technical Refresh

MorphoTrak offers a hardware and software technical refresh of the MorphoBIS in Year 7 following the initial installation. This technical refresh will allow Tri-State to upgrade to newer system versions. This ensures that Tri-State is able to access the latest technology advances over the next ten years. Section 8 provides details of the proposed MorphoBIS technical refresh.

1.2 Service Oriented Architecture Provides Flexibility

The MorphoBIS solution is based on service-oriented architecture (SOA), a non-proprietary, open standard solution that is redefining the identification market. A biometric identification solution based on SOA provides the following advantages:

- ◆ The solution can be updated to improve matching algorithms as technology evolves.
- ◆ Advanced biometrics such as face, scar/mark/tattoo, iris, and fused modalities can be incorporated as modalities mature.
- ◆ The system can be expanded as new sites or devices are integrated.
- ◆ The system can be updated to meet new security requirements.

The new MorphoBIS will let Tri-State incorporate advanced biometrics such as facial recognition. In addition, Tri-State will have the flexibility to adhere to new legislative mandates as needed. This is an investment in public safety technology that translates to more crimes solved, more offenders off the streets, and improved safety.

Figure 1 illustrates the proposed flexible architecture of MorphoBIS.

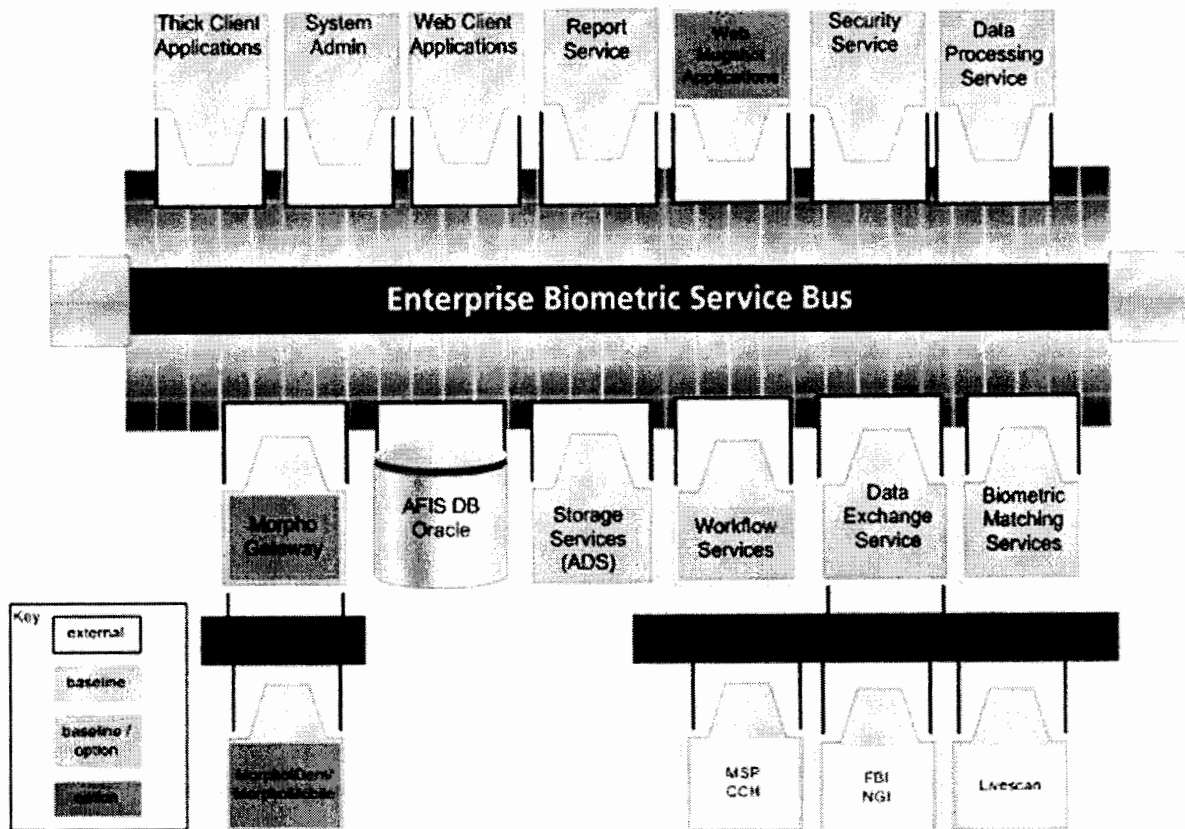


Figure 1: MorphoBIS Uses a Service Oriented Architecture

2 MorphoBIS Upgrade - Proposed Solution

MorphoTrak's latest generation AFIS is the feature-rich technology known as the Morpho Biometric Identification Solution (MorphoBIS). MorphoBIS has a full set of robust technical features and capabilities, including configurability and expandability. MorphoBIS is a release-based commercial product, forming a system foundation that supports future system enhancements. Through its commitment to research and development, MorphoTrak pursues ongoing improvements in the areas of search accuracy, palmprint processing, lights-out operations, middleware business process management tools, and many other advances.

Per your request, this quote describes the approach for upgrading your current Printrak BIS system to the new MorphoBIS. Implementing this upgrade will provide faster, more accurate matches, resulting in more cases solved.



2.1 MorphoBIS Upgrade

The proposed MorphoBIS upgrade will include the following features and functions:

- ◆ Upgrade of all MorphoBIS central server applications
 - Data Processing Services (DPS)
 - Morpho Biometrics Search Services (MorphoBSS) matching system
 - Advanced Data Services (ADS)
 - Web Application Server (WAS)
 - Data Exchange Services (DES)
- ◆ Migration of data from the current Tri-State AFIS to the new MorphoBIS
- ◆ Upgrade of communications and power requirements
- ◆ A twelve-month implementation timeline
- ◆ Mobile identification devices (MorphoIDent)
- ◆ Disaster Recovery (DR)

2.2 Service Model Pricing

MorphoTrak is proposing Service Model Pricing for the MorphoBIS upgrade which includes the MorphoBIS upgrade, MorphoIDent Mobile Devices, and the Disaster Recovery system. The Service Model Pricing includes a Technical Refresh in Year 7, and is inclusive of maintenance for the life of the plan.

3 MorphoBIS Advantages

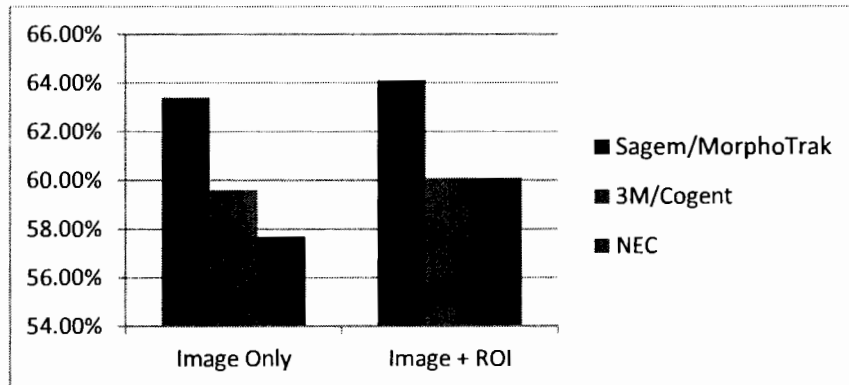
3.1 Accuracy Proven the Best

Equally important is the fact that our superior accuracy can provide faster identifications by allowing you to perform more lights-out, automatic searches.

Time and again, through competitive benchmarks and national tests, MorphoTrak has proven that it has the most accurate matching algorithms available today. Table 1 illustrates MorphoTrak's performance in the latest NIST latent accuracy tests (reported May 2012). The full test report can be viewed at http://biometrics.nist.gov/cs_links/latent/elft-efs/NISTIR_7859.pdf.

Our accuracy for the Image-only testing was 63.4%, versus 59.6% for 3M/Cogent, and for Image + Region of Interest (ROI) we scored 64.1% versus 60.1% for 3M/Cogent. This result means you can have accurate results without manual operator encoding, providing faster identification with fewer resources.

Table 1: The latest NIST latent test results prove MorphoTrak is the most accurate system for latent processing. Percentages are for matches in the 1st position.



3.2 Highest Accuracy in Recent Benchmark Testing

MorphoTrak has yet to lose a benchmark test with MorphoBIS. In 2011, various police services selected the MorphoBIS, based on its high accuracy, speed, functionality, and reliability. The benchmark test compared the accuracy of auto-coded versus expert-coded searches. The benchmark results showed that auto-coding with latent expert clean-up is a significant time-saving strategy for the user. This is true for all latent image types, but especially for latent palmprints, where hundreds of minutiae are identified.

3.3 Management Approach

Our management approach is to assign the best people and proven processes, tailored by over 36 years of biometric project experience, for the successful implementation of your project. Most recently, in 2012, MorphoTrak became ISO 9001-2008 certified.

MorphoTrak's Project Implementation Methodology is based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). For your MorphoBIS upgrade project, a dedicated Project Manager will be assigned to manage day-to-day implementation activities. In addition, our Program Manager will have overall contract oversight, and ensure delivery of all draft project plans and specification documents for your review and approval prior to execution. The Program Manager will also ensure that all requirements are met through frequent communications with the assigned Project Manager to ensure coordination of project activities and delivery dates.

3.4 Service You Can Trust

In response to our 2012 customer survey, over 93 percent of our forensic customers rated their overall satisfaction Very Satisfied or Satisfied (top two choices of five).

Customer service and support aren't just about maintenance. Everyone at MorphoTrak is involved in customer service and support—from the Call Center, to the Program Management Services, to the team involved on your project, to executives that “have the backs” of their employees.

Proper support starts with having people on site to help your personnel learn how to use your new system and access its powerful new functionalities. Then, in addition to providing on-site support, we back our service with well-established rapid escalation procedures, which are thoroughly understood and practiced.

Our Call Center is staffed seven days a week and our Call Center engineers are all highly trained, with an average of 8 to 10 years of experience each. They work closely with our Center of Excellence (CE) development organization, which is located in the same building. The CE organization provides rapid escalation support, as needed, and in-depth training on new products and functionalities. This helps to ensure that the Call Center is prepared to provide you the support you need.



4 MorphoBIS Upgrade - Solution Overview

4.1 Electronic Data Migration

Data migration will be performed at our data migration facility in Anaheim, California using the Tri-State provided electronic copy of the existing AFIS database.

4.2 Workstation Mapping

Table 2 shows a mapping of the existing BIS workstations/Review software licenses to the new MorphoBIS workstations/Review software licenses being proposed for each state.

Table 3 shows the MBIS software licenses for each generic workstation type.

Table 2: Workstation Mapping

Existing BIS Workstation	New MBIS Workstation
NEW HAMPSHIRE	
Tenprint Section	
1 MultiPrint Station	1 Expert Workstation
2 PrintScan Stations	2 Tenprint Expert Workstations
9 Review SW Licenses in use	9 Review SW Licenses**
Latent Section	
1 MultiPrint Station	1 Expert Workstation
6 Review SW Licenses in use	6 Review SW Licenses**
0 Additional Available Review SW Licenses*	
TOTALS:	4 Expert Workstations 7 Tenprint Expert Workstations 24 Review SW Licenses**

* The current Tri-State AFIS includes 30 Review Station licenses, but only 24 are actually in use. To ensure Tri-State does not purchase unnecessary licenses, we have only included 24 Review Station licenses with this proposal. Additional Review software licenses can be purchased at a later date as required or requested.

** These Review software licenses are in addition to the Review software licenses that will be installed on each Tenprint Expert and Expert Workstation.

Table 3: MBIS Software Licenses for Each Generic Workstation Type

Workstation Type	MBIS Software
Expert Workstation	Tenprint Expert, Latent Expert, Review
Tenprint Expert Workstation	Tenprint Expert, Review
Latent Expert Workstation	Latent Expert, Review
Review Workstation	Review (installed on a stand-alone PC other than Expert, Tenprint Expert, or Latent Expert Workstation)

4.3 Database Capacity and Throughput

The upgraded Tri-State MorphoBIS will support the AFIS records capacity described in Table 4. Throughput metrics are listed in Table 5. Additional sizing metrics are listed in Table 6.

Table 4: Proposed System Sizing.

File Type	Database Record Size (current requirement)	Current Record Count	Proposed Database Record Capacity (over 7 years)
Tenprint File	1,600,000	1,195,715	2,300,000
Unsolved Latent File (ULF)	50,000	2,374	132,000
Latent Case Database (ea.)	100,000	2,374	132,000
Palmprint File (PPF)	500,000	265,253	905,000
Unsolved Latent Palm (ULP) File	10,000	188	78,000
Mugshot Incidents	N/A	402,070	1,200,000

Table 5: Proposed Throughput.

Category / Activity	Current Daily Rate	Proposed Daily Rate
Daily Entries		
Tenprint Records	100	400 *
LiveScan Records	300	
Latent Records	50	50
Daily Searches		
Tenprint: Tenprint File	400	400
Tenprint: Unsolved Latent File	400	400
Latent: Tenprint File	50	50
Latent: Unsolved Latent File	50	50
Palmprint: Unsolved Latent Palm File	100	250
Latent Palm: Palmprint File	30	30
Latent Palm: Unsolved Latent Palm File	30	30
Face Search		525

* Combined capacity for processing TP entered by workstation and by LiveScan.

Table 6: Additional Sizing Metrics

Type of Matching	Repository Count	Penetration Rate	% Oriented	# Hours / day	Daily Throughput	# Peak Hours	Hourly Peak Throughput
TP/TP (10R+S)	2,300,000 (incidents)	N/A	N/A	23	400	5	80
2-Finger search (mobile)	2,300,000 (incidents)	N/A	N/A		565	5	115
LT/TP	2,300,000 (incidents)	40%	70%	16	50	8	7
TP/UL	132,000 (ULF)			23	400	20	20
LP/PP	905,000 (incidents)	40%	75%	16	30	8	4
PP/UP	78,000 (ULP)			16	250	20	13
Face	1,200,000 (incidents)				525	5	105

4.3.1 Sizing Assumptions

MorphoTrak has made the following sizing assumptions:

- ◆ Multi-incident storage of tenprint data will be used.
- ◆ All tenprint and palm images are 500 pixels per inch (ppi).
- ◆ All latent images will be acquired at 1000 ppi.
- ◆ The new MorphoBIS system has been sized based upon a seven year capacity projection.
- ◆ For all types of matchers, the peak throughput is the dimensioning factor.
- ◆ The sizing assumes that all peak throughputs will not be met in parallel.
- ◆ Matching is sized for six palm segments per palm incident (lower, upper, and writer's palms).
 - It is assumed that as of go-live, all palm incidents have four palm segments.
 - Beginning with go-live, the customer may begin to collect six (6) palm segments per palm incident. The sizing of the system takes this assumption into account.
- ◆ TP/TP (Identification) searches will be done against a per-incident based repository.
- ◆ LT/TP and LP/PP (crime solving) searches will be done against a per-incident based repository.
- ◆ Assumptions regarding TP/TP Transactions:
 - 60% Recidivist rate (new incident of enrolled person)
This affects the rate of growth of the number of persons.
 - 25% Applicants
All criminal records are assumed to have mugshots
All applicant records are assumed NOT to have mugshots.
 - It is assumed that up to 80% of new criminal bookings will have palms included.
- ◆ Assumptions regarding latent transactions:
 - LT/TP matching assumes that 70% of searches have known orientation. LP/PP matching assumes that 75% of searches have known orientation.
 - LP/PP filtering rate of 40% means that on average, only 40% of the area of each repository palm being searched must be used. The areas of the palm to be searched are specified for each search by the operator by using the workstation interface "hand graphic" control.

4.4 Interfaces

The MorphoBIS Data Exchange Services (DES) component provides interoperability and communications between MorphoBIS and external systems. These existing external interfaces include:

- ◆ LiveScan units
- ◆ CCH systems for each of the member agencies (MSP, NHSP, and VCIC)
- ◆ FBI NGI

4.5 System Workflows

The Tri-State MorphoBIS system will support the following workflows shown in Table 7:

Table 7: Tri-State Workflows

New Hampshire State Police		
◆	◆ New Hampshire Criminal/Juvenile Workflow (w/CCH)	◆
◆	◆ New Hampshire Applicant Workflow	◆
◆	◆ New Hampshire Palm Only Card Entry Workflow	◆
◆	◆ New Hampshire Training LiveScan Workflow	◆
◆	◆ New Hampshire Latent Workflow	◆
◆	◆ New Hampshire Remote Latent Feature Search Workflow	◆

4.6 Training

MorphoTrak will provide classroom instruction and hands-on training for 5 to 10 Tri-State trainees per session. This person-to-workstation ratio will enable each person to gain hands-on operational experience. The classes will address each of the topics listed in Table 8.

MorphoTrak uses a modular approach to system training, tailoring it to the specific configuration and workflows of the proposed solution. Each training module focuses on task groups as they function within the defined workflow.

Skilled MorphoTrak instructors provide system training by using a combination of lecture and hands-on lab sessions. Classroom lecture presentations cover conceptual and theoretical aspects of the system, and hands-on lab sessions develop skill in performing specific MorphoBIS operations and procedures. This proven method enables trainees to practice on the installed system, which reinforces the classroom instruction. All training sessions are limited in size to enable each student to receive one-on-one, hands-on instruction with the trainer.

Training courses include user guides, system administrator guides, and training materials as appropriate. Each student receives a set of training materials for personal use during and after training (one soft copy for each student, and one hard copy per workstation). Each lab module presents new terms and provides step-by-step instructions for workstation procedures. A review section at the end of each module lists the new skills the operator should have learned and mastered. Users keep their training materials for future reference, allowing them to review information when needed to further enhance their skills.

Table 8: MorphoBIS and Workstation Training.

Type of Training	Central Site (New Hampshire)			Number of Trainees per Session	Duration for each Session	Total Number of Sessions
MorphoBIS - System Administrator	X					
Tenprint Expert Workstation (TEW) and Review Workstation	X					
Latent Expert Workstation (LEW) and Review Workstation	X					
Disaster Recovery – System Administration	X					

4.7 Schedule

MorphoTrak has developed the schedule of implementation and associated milestones shown in Table 9.

Table 9: Project Schedule

Milestone	Date
Design Review	T0+4 months
Conversion Startup	T0+4.5 months
FAT Start	T0+9 months
SAT Start	T0+10.5 months
Go-Live	T0+12 months

5 MorphoBIS Product Description

MorphoTrak's latest generation of AFIS is the feature-rich technology known as the Morpho Biometric Identification Solution (MorphoBIS). MorphoBIS has a full set of robust technical features and capabilities, including configurability and expandability. MorphoBIS is a release-based COTS product, forming a system foundation that easily supports extensive future system enhancements. MorphoTrak pursues ongoing improvements of search accuracy, palmprint processing, lights out operations, middle-ware business process management tools, and many other advances via continual significant research and development funding.

5.1 MorphoBIS Database and Services

The proposed MorphoBIS database and services are included in Table 10.

Table 10: MorphoBIS Database and Services.

MorphoBIS Database and Services	
Advanced Data Services (ADS)	◆ Data Management and Storage, Workflow Management, and User Security
Application Service	◆ Workflow Management
Morpho Biometric Search Services (BSS)	◆ Matching Services
Data Processing Services (DPS)	◆ Feature Extraction ◆ Quality Assessment
Data Exchange Services (DES)	◆ Data Interface Exchange

5.1.1 Advanced Data Services (ADS)

The Oracle 11g relational database powers the MorphoBIS Advanced Data Services (ADS) to provide a complete digital image repository of all processed records. A large amount of data can be stored for each individual. The data is intelligently incorporated into the matching process. Unlike older systems that only store a single record for each individual, the ADS stores multiple cases (arrests, bookings, applications, or enrollments) for each individual as shown in Figure 2.

The ADS supports a person-incident record storage structure. It uses a folder model to manage the storage of person and incident elements. Within the person folder, MorphoBIS not only stores general information about the person, but also stores other folders corresponding to various incidents, such as arrests or applications. Each incident folder includes text, such as descriptors, demographics, and information about the incident, and images, such as rolled fingerprints, plain/flat fingerprints, slap print images, palmprints, facial images, scar/mark/tattoo images, and signatures.

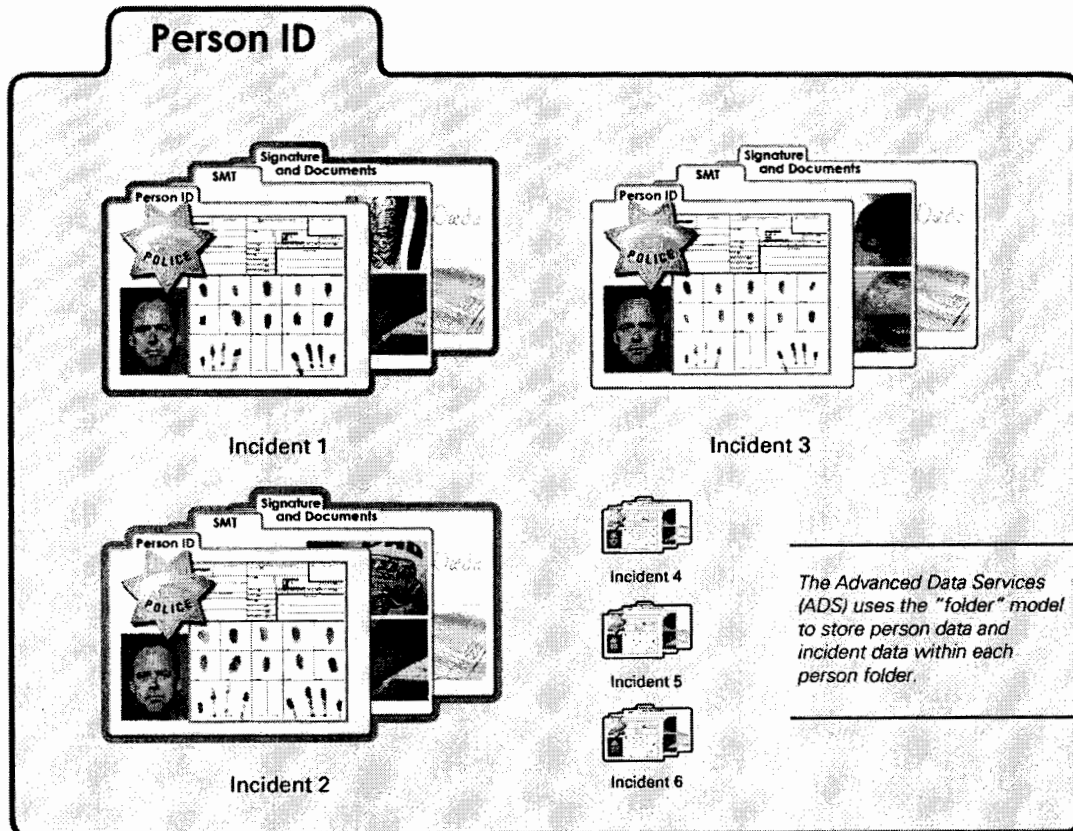


Figure 2: The ADS stores multiple incidents for each person.

5.1.1.1 Workflow Management

One of the major functions of the ADS is Workflow Management. The major components of Workflow Management are the Workflow Engine (WFE) and the Workflow Manager database (WFM). The WFE manages the workflow process steps within the AFIS middle tier and servers.

MorphoBIS business logic is defined by a set of states and state transitions. A group of states and transitions that performs one unit of business logic is referred to as a "workflow." Units of work, known as "actions," are associated with states and transitions. An example of a workflow would include states, transitions, and actions that receive a case, add that case to the ADS database, search that case against the known fingerprint database, perform quality control and tenprint search verification, and finally, disposition the case.

The WFM is an Oracle database that stores each step of a workflow. As a step in the workflow is completed, information about that step is stored. This information can be used by applications to manage workload, to monitor case states, and to produce reports.

5.1.1.2 Data Management

The ADS contains relational database management software (RDBMS) to store and retrieve case data from an Oracle database. The proposed configuration is specifically designed to meet the Tri-State's anticipated database capacity requirements. A large amount of data for each individual can be stored. The data is intelligently incorporated into the matching process. Unlike older systems that only store a single record for each individual, the ADS stores multiple cases (bookings, applications, or enrollments) for each individual. In addition, MorphoBIS is not limited to the storage of ten rolled fingers; the ADS can be configured to store plain/flat fingerprints, slap print images, palmprints, facial images, scar/mark/tattoo images, and signatures.

The data management system, which incorporates a scalable architecture, uses Storage Area Network (SAN) technology. The SAN provides data protection, high availability, exceptional performance, and high capacity for the most demanding storage requirements.

5.1.1.3 User Security

The ADS provides the functionality of managing the privileges assigned to each system user. The ADS uses OpenLDAP as the protocol for storing the user data. OpenLDAP is an open source implementation of the Lightweight Directory Access Protocol (LDAP).

Other components of the MorphoBIS will use the information stored in the LDAP database to ensure that each user is given access to his or her specific authorized functions.

Each workflow step is stored in the Oracle database. As each step is completed, information about that step is stored. This information can be used by applications to manage workload, monitor case states, and produce reports.

5.1.2 Morpho Biometric Search Services (MorphoBSS)

The Morpho Biometric Search Services (MorphoBSS) is a powerful biometric search engine, designed for both accuracy and speed. The MorphoBSS subsystem is a full software solution that uses commercial software packages, and therefore preserves the long-term value of the initial investment by eliminating the use of proprietary hardware. The MorphoBSS uses multiple matching stages, and ensures that true matches are always retained – match sets discovered at any stage are never discarded.

The MorphoBSS architecture provides flexibility to balance workloads, and offers high reliability and system availability. The MorphoBSS uses the Biometric Search Services Adapter (BSSAdapter) to provide an interface to the MorphoBIS. As illustrated in Figure 3, each Matching Unit performs comparisons on a dedicated part of the biometric template database. Searches are performed in parallel on sub-databases, thus increasing matching performance.

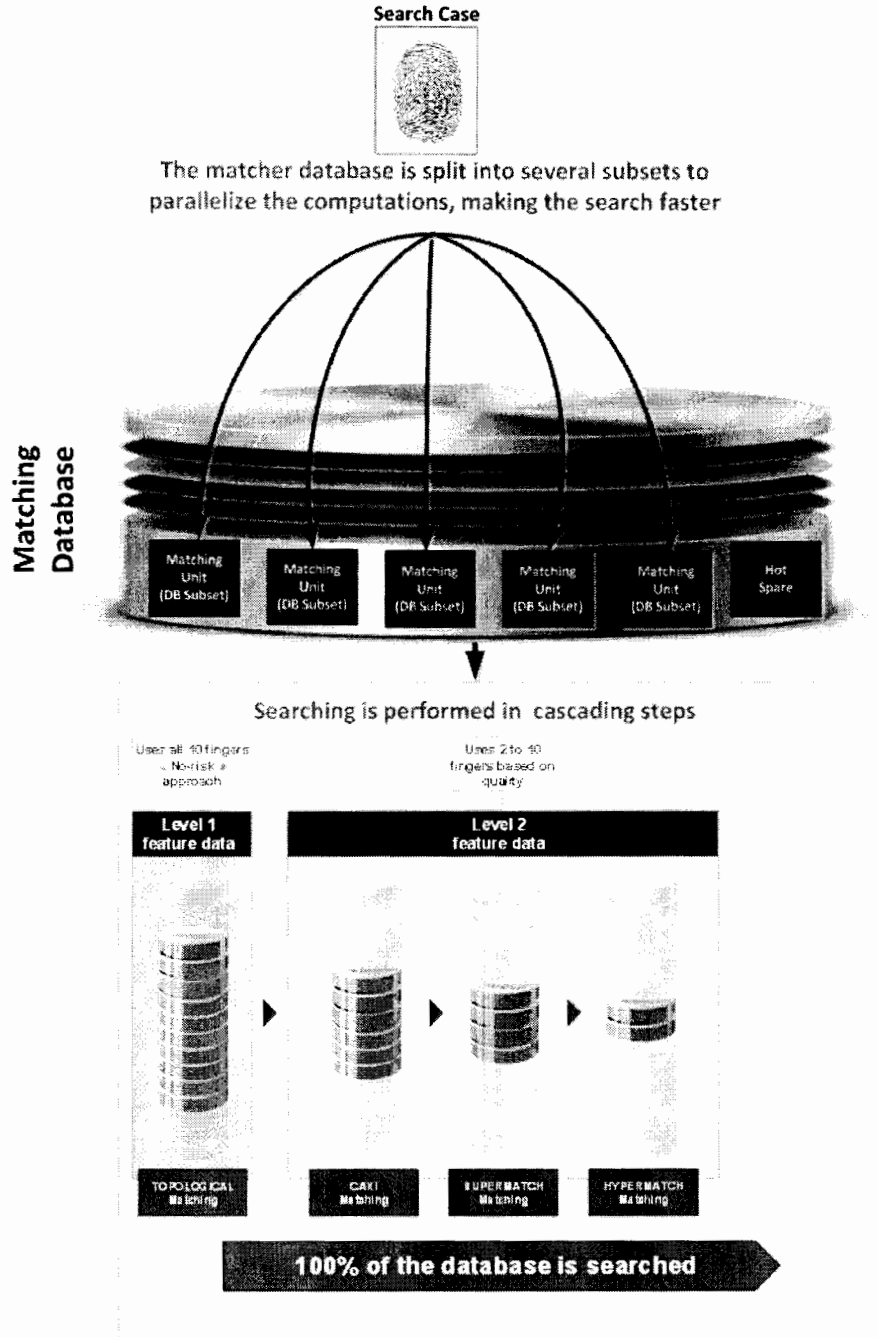


Figure 3: MorphoBSS Matching. The biometric search engine is designed to optimize both accuracy and speed.

5.1.3 Data Processing Services (DPS)

The Data Processing Services (DPS) application automatically extracts MorphoBISS feature data. The DPS uses an advanced print processing algorithm that extracts all features, including minutiae and pattern classification, for rolled and plain fingerprints. The algorithm also extracts feature data for each palmprint. The DPS performs the following actions:

- ◆ Segmentation of slap images into individual plain images
- ◆ Feature extraction of rolled and plain fingerprint images and palmprint images
- ◆ Assessment of rolled and plain print image quality and overall quality
- ◆ Pattern classification of rolled and plain print images
- ◆ Roll-to-slap discrepancy detection (when rolls and slaps are available), ensuring correct sequencing
- ◆ Fingerprint duplicate check ensuring the submission does not have duplicate fingers
- ◆ Palm consistency checks ensuring the fingers in the upper palm match the corresponding fingers in the lower palm

5.1.4 Data Exchange Services (DES)

The Data Exchange Services (DES) component provides interoperability and communications between MorphoBIS and external systems. The DES ensures that all formats, standards, and interoperability functions are supported.

5.1.5 CentralView

CentralView is a cost-effective tool for powerful centralized biometric infrastructure management. CentralView provides effective system management tools not only for individual stations, but also for the overall biometric infrastructure.

Benefits

Key benefits of CentralView include:

- ◆ **User-Friendly GUI:** It has user-friendly tools and dashboard views that display system information in an easy to understand, ergonomically correct Graphical User Interface (GUI).
- ◆ **Process Control:** It provides easy, system-wide control of processes and policies, and overall cost efficiency of biometric infrastructure management.
- ◆ **Monitoring and Reporting:** It comes with powerful auditing and reporting functions that can provide the operational status of the central AFIS and remote workstations. It allows authorized users monitor the system, diagnose system issues, establish workflow decision logic, and create system reports.

- ◆ **Software Updates:** It can be used to distribute and run software updates on networked workstations, to monitor the progress of an update, and to back-out an update if necessary.
- ◆ **Account Management:** It supports management of user accounts. A privileged user can add and delete user accounts, create and assign user roles, edit existing user privileges, and manage the user licenses. MorphoBIS user account information is stored in a Lightweight Directory Access Protocol (LDAP) database. Each user account is assigned one or more user roles and each user role is assigned certain privileges. When a user logs on to a MorphoBIS workstation, the system queries the LDAP database to determine the user's privileges.

The typical CentralView GUI displays the following tabs: System Status, Configuration, Licensing, Quota, Reports, CV Agent Tools, Users and Groups, Utilities, and Workflows.

5.2 MorphoBIS Workstations

MorphoBIS workstations are designed to increase system efficiency and productivity. Intuitive workflows and the user-friendly, flexible interface reduce operator errors and increase the speed with which operators complete each task. MorphoBIS includes the proposed suite of Expert Workstations and related applications shown in Table 11.

Table 11: MorphoBIS Workstations

Workstation/Application	Services
Tenprint Expert Workstation (TEW)	<ul style="list-style-type: none"> ◆ Tenprint and Palmprint Card Entry ◆ Home Page Record Management ◆ Quality Control ◆ Search Verification ◆ Database Maintenance ◆ Record Comparison
Expert Workstation	<ul style="list-style-type: none"> ◆ Tenprint and Palmprint Card Entry ◆ Latent Entry ◆ Evidence Management ◆ Home Page Record Management ◆ Quality Control ◆ Search Verification ◆ Database Maintenance ◆ Record Comparison
Review SW Workstation	<ul style="list-style-type: none"> ◆ Home Page Record Management ◆ Quality Control ◆ Search Verification ◆ Database Maintenance ◆ Record Comparison

Each of the proposed Expert Workstations can display tenprints, palmprints, and other images that may appear in person and incident files, such as mugshots and signatures.

To guarantee secure operations, MorphoBIS workstations use role-based access control. Security is assured by a multi-level access control system with user names and passwords; task availability is based on user roles and privileges granted by the System Administrator. Every active case in the system can be tracked through the Review application's Home Page. Operators can select any case, and right-click to see the entire history of the case, which allows troubleshooting directly from the Home Page.

5.2.1 Review Application

The Review application provides access to the MorphoBIS Server subsystem, allowing properly privileged users to review fingerprints and palmprints. It provides access to the MorphoBIS Home Page, and allows the user to perform search verification, quality control, database maintenance, and record comparison. In addition, the Review application is available at any MorphoBIS workstation, depending upon the assigned user privileges.

The Review application uses dockable windows to allow users to control the appearance of some of their screens. Dockable windows are independent sections of the screen that users can click-and-drag to enlarge, reduce, or move to match their personal preference for screen layout. Dockable windows appear on the Home Page screen, verification screens, and database maintenance screens.

Home Page

The Home Page allows tracking of every active case in the system. The user may select any case and simply right click to see the entire case history. This allows trouble-shooting directly from the Home Page.

Associated with each list/queue on the Home Page is the number of records in each queue. Different colors indicate the number of transactions in each queue. With a simple review of the Home Page, system administrators can identify outstanding transactions in the system and allocate necessary resources to handle the workload.

Quality Control

Quality Control allows users to examine and update fingerprint and palmprint data. Quality Control allows editing of prints, and provides an extensive set of image enhancement tools. Users can verify, edit, or enter descriptor data, and can assign classifications to prints. Quality Control also allows users to view and update print sequence; and to swap prints, palms, or hands.

Search Verification

Search Verification capabilities allow properly privileged users to validate fingerprint and palmprint search results. Matching candidate images and data are displayed in match score order. Prints are presented side-by-side, and the user may scroll through the candidate list to view the prints of possible candidates. To help determine matches, the display differentiates between automatically and manually entered minutiae. The user then indicates the hit/no-hit

determination(s). Additional features include charting to create color charts for court presentations.

Database Maintenance

Using Database Maintenance, the user can retrieve records from the AFIS database to view, delete, change ID, move, print or re-search.

Compare Records

Compare Records enables the user to retrieve tenprint, latent or palmprint records from the database and display the images side-by-side.

5.2.2 Tenprint Expert Workstation (TEW)

The Tenprint Expert Workstation (TEW) application supports tenprint and palmprint card processing, and verification of fingerprints and palmprints. Images from fingerprint cards are captured by a high-resolution flatbed document scanner. An entire fingerprint/palmprint card can be captured at 500 ppi in 256 shades of gray.

At the TEW, the operator scans the images on the card into the application, and enters text associated with the tenprint record. After a card is scanned and submitted, MorphoTrak's advanced print processing algorithm automatically separates the four-finger slap image into individual fingers for processing, while retaining the original image. Next, the system prepares the prints for feature extraction, extracts feature data, evaluates image quality, and identifies data inconsistencies, such as errors resulting from slap-to-roll comparison. All of these processes are automatic, requiring no operator intervention or special fingerprint training.

5.2.3 Latent Expert Workstation (LEW)

The Latent Expert Workstation (LEW) application provides capabilities to scan, process, and manage evidence images. The user-friendly interface allows operators to manage their assigned latent case work and efficiently make identifications. The LEW application uses a secure Relational Database Management System (RDBMS) for latent case management, and role-based access control to limit user access to the workstation capabilities.

At the LEW, operators can quickly create a new case, or search for an existing case. Once a case has been created, the operator can capture evidence images with a digital camera or flatbed scanner, or import images from a digital file. In order to improve the chances for getting a Hit, the proposed scanner captures images at 1000 ppi, and the new MorphoBIS is sized to store these larger image files. After an image is captured, the operator enters evidence descriptors pertinent to the image; for example, where the evidence was found, or any processing performed to obtain the evidence.

Multiple latent prints may be extracted from each evidence image. The LEW provides filters and image enhancement tools to help operators accurately and efficiently encode the extracted latent prints.

The LEW includes a Latent Case Management (LCM) system. The LCM provides a complete set of data elements for crime case management. All case data, including evidence images,

evidence descriptors, latents extracted from the evidence, latent descriptors, and a comprehensive search history, is stored in the RDBMS. The LCM uses a criminal case data

Criminal case records can be accessed simultaneously by multiple LEW operators, significantly reducing the time it takes to process searches based on a variety of filters and enhancements. Operators can independently capture evidence, define latent prints, encode prints, initiate searches, and verify search results. Each latent search is processed independently, allowing operators to launch a latent search while a search for the same latent, using different filters, is still in progress.

5.2.4 Expert Workstation

The Expert Workstation provides all the capabilities of the TEW and LEW, including tenprint and palmprint card processing, latent print management, and verification/validation of fingerprint and palmprint search results.

Tenprint/Palmprint Capabilities

The automated tenprint features at the Expert Workstation answer the needs of customers who want accuracy and efficiency in their AFIS solution, without the burden of costly manual labor. Like TEW operators, Expert Workstation operators can scan fingerprint and palmprint cards into the application with a flatbed scanner, enter text descriptors, and initiate searches powered by the MorphoBIS advanced algorithm.

Latent Capabilities

The Expert Workstation supports latent processing, latent print management, and verification of search results. Like LEW operators, Expert Workstation operators can create cases with new evidence, and search for existing cases. Evidence can be added to the cases by digital camera, flatbed scanner, or digital file. The LEW's Latent Case Management capability is available at the Expert Workstation, and is used to store original evidence images, as well as each search, complete with a history of filters and enhancements for each search.

6 MorphoIDent Mobile Device

MorphoIDent is MorphoTrak's new line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is specifically designed for public safety officers, enabling real-time identification based on MorphoTrak's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

Modern design – MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

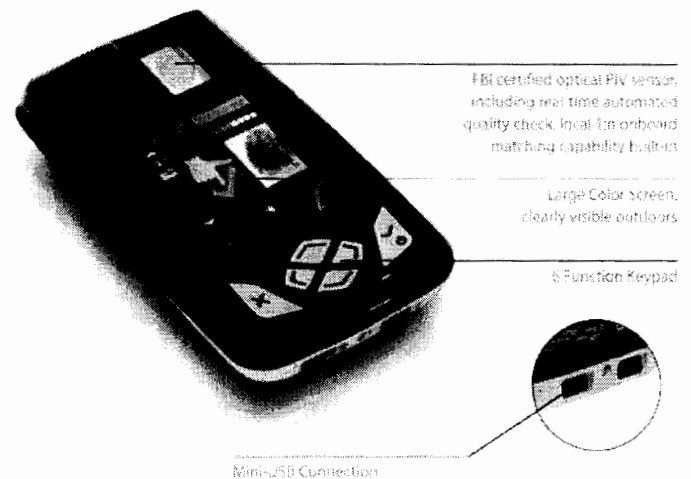
Optimal ease of use in the field –

MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

Extreme accuracy – Field-proven MorphoTrak biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

Pictograms and positive feedback – MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric capture data and search results transmitted to the MorphoIDent are transferred via Bluetooth® or USB to a PC, laptop, or Morpho approved PDA running the MorphoMobile application. Demographic data may be captured using the MorphoMobile application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



The MorphoMobile application features the following:

- ◆ Standard NIST file generation and management
- ◆ MorphoIDent configuration and management
- ◆ Remote identification on central AFIS database
- ◆ HTTP/HTTPS, SMTP/SMTSPS interface with AFIS server
- ◆ Match candidate portrait and demographic information display
- ◆ Host application (MorphoMobile):
 - Receive fingerprints from MorphoIDent terminal
 - Create search requests with fingerprints to AFIS
 - Return search results to MorphoIDent devices

7 Disaster Recovery (DR)

The proposed Disaster Recovery (DR) option includes:

- ◆ Full server hardware complement at the DR site
 - Three physical servers with virtual guest hosts
 - One tape library with LT04 drive
 - One storage appliance (ISCSI SAN)
 - Network switches

Data replication between the primary and DR sites will be managed by VMware vSphere replication. This allows balancing the Recovery Point Objective (RPO) with the network bandwidth available for replication. A lower RPO will reduce potential data loss, but will use more bandwidth and system resources. VMware vSphere flexibly supports RPOs between 15 minutes and 24 hours.

8 MorphoBIS Year 7 Technical Refresh

When implementing the proposed Year 7 technical refresh, MorphoTrak will be responsible for installing the new system on new hardware platforms at the Tri-State facilities.

MorphoTrak will work with Tri-State to develop transition plans.

MorphoTrak will closely coordinate the technical refresh with Tri-State. The technical refresh will include the following:

Hardware (owned by MorphoTrak):

Central Site System -

- Replace MorphoBIS servers
- Replace storage and backup servers
- Replace MorphoBIS workstations and peripherals:
 - 4 Expert Workstations (EW) (no furniture)
 - 7 Tenprint Expert Workstations (TEW) (no furniture)
 - Replace 3 Double Sided Tenprint/Palmprint Card Printers
 - Replace 6 Laser Printers
 - Replace 3 Laser Mono Printers
- Replace Mobile Gateway

Disaster Recovery System -

- Replace MorphoBIS servers
- Replace storage and backup servers

Note: The proposed database and throughput capacity for the Central Site System and Disaster Recovery System (which is based on 10 years of operation) will remain unchanged.

Software:

- The technical refresh includes the latest operational system technology (AFIS) within the same functional scope as installed initially. You will get the latest MorphoBIS software available at the time of the upgrade, however if new functionality requires new or different hardware or configuration services, those items will be quoted at an additional cost. For example, if an integrated DNA option is available and you are interested in adding it, then the required barcode scanners and workflow configuration effort will be quoted.

•

Professional Services:

- Program/Project Management
- Systems Engineering
- System Integration
- Installation and Test
- Training - to be conducted at the Central Site (same as described in Section 4.7)
- Factory Acceptance Test (FAT)
- Site Acceptance Test (SAT)
- Data Migration

9 Solution Pricing – Service Model Plan

Following is the MorphoTrak proposed Service Model Plan for the hardware, software, and services for the MorphoBIS Upgrade Solution and Technical Refresh. The Service Model Price Chart includes the MorphoBIS upgrade, MorphoDent Mobile Devices, and the Disaster Recovery system priced in Table 12.

The Service Model Plan includes a Technical Refresh in Year 7, and fees are inclusive of maintenance for the life of the plan.

Table 12: Service Model Pricing Schedule – MorphoBIS Upgrade, Mobile, Disaster Recover

Description	Annual Service Fee for New Hampshire
Year 1 Payment *	\$347,150
Year 2 Payment *	\$357,564
Year 3 Payment *	\$368,291
Year 4 Payment *	\$379,339
Year 5 Payment *	\$390,720
Year 6 Payment *	\$402,441
Year 7 Payment *	\$414,514
Year 8 Payment *	\$426,950
Year 9 Payment *	\$439,758
Year 10 Payment *	\$452,951
TOTAL	\$3,979,678

**Payment is due on the 1st day of each payment year.*

Applicable sales tax will be added to the annual payments when they are due.

Table 13 provides details of the MorphoBIS hardware, software, and services to be delivered with the proposed service model plan.

Table 13: MorphoBIS Upgrade Table

MorphoBIS Upgrade	
Qty	Description
1	MorphoBIS Servers, including: <ul style="list-style-type: none"> ◆ Advanced Data Services (ADS) ◆ Web Application Server (WAS) ◆ Data Exchange Services (DES) ◆ Oracle 11g Standard Edition One ◆ SAN Storage Subsystem ◆ Web Application Server ◆ System Cabinet ◆ Backup Server ◆ Storage Area Network with RAID & LTO Tape ◆ Workflow Management Service ◆ Backup Software Licenses ◆ Data Processing Services (DPS) ◆ Morpho Biometric Search Services (MorphoBSS) ◆ SAN Storage Subsystem ◆ System Cabinet
	Electronic Data Migration of Existing AFIS records: <ul style="list-style-type: none"> ◆ 90,000 Tenprint Records (persons) ◆ 1,400,000 Tenprint Records (incidents) ◆ 360,000 Palm Records (incidents) ◆ 21,000 Latent Finger Records ◆ 11,000 Latent Palm Records
4	Expert Workstation (EW), including: <ul style="list-style-type: none"> ◆ Control Computer, 24 inch LED Monitor, Keyboard and Mouse ◆ Flatbed Scanner ◆ Latent Camera Assembly and Lighting ◆ Tenprint Expert Workstation Software ◆ Latent Expert Workstation Software ◆ Review Software
7	Tenprint Expert Workstation (TEW) <ul style="list-style-type: none"> ◆ Control Computer, 24 inch LCD Monitor, Keyboard and Mouse ◆ Flatbed Scanner

MorphoBIS Upgrade	
Qty	Description
	<ul style="list-style-type: none"> ◆ Tenprint Expert Workstation Software ◆ Review Software
24	Review Software Licenses
3	Double-Sided Tenprint/Palmprint Card Printer
6	Color Laser Printers
3	Printer, Laser Mono
1	MorphoTrak Professional Services, including: <ul style="list-style-type: none"> ◆ Program Management ◆ Systems Engineering ◆ System Integration ◆ Installation and Test ◆ Site Acceptance Test ◆ Training

Table 14 and Table 15 provide detailed equipment for the Service Model Price which includes MorphoDent Mobile Devices, and the Disaster Recovery system.

Table 14: MorphoDent Table – (NOT APPLICABLE FOR NEW HAMPSHIRE)

MORPHOIDENT MOBILE DEVICES	
Qty	Description
4	Morpho Mobile Gateway, includes FBI RISC workflow
30	MorphoDent Handheld Fingerprint Identification Devices for Maine
30	MorphoDent Handheld Fingerprint Identification Devices for Vermont
4	MorphoTrak Professional Services, including: <ul style="list-style-type: none"> ◆ Program Management ◆ Systems Engineering ◆ System Integration ◆ Installation and Test ◆ Site Acceptance Test ◆ Training

Table 15: Disaster Recovery Table

DISASTER RECOVERY	
Qty	Description
1	SAN-to-SAN Disaster Recovery System MorphoBIS Servers, including: <ul style="list-style-type: none"> ◆ Advanced Data Server (ADS) ◆ Oracle 11g Standard Edition One ◆ SAN Storage Subsystem ◆ Web Application Server ◆ Morpho Biometric Search Services (MorphoBSS) ◆ System Cabinet
1	MorphoTrak Professional Services, including: <ul style="list-style-type: none"> ◆ Program Management ◆ Systems Engineering ◆ System Integration ◆ Installation and Test ◆ Site Acceptance Test ◆ Training

9.1 Assumptions

In developing this proposal, MorphoTrak has made the following assumptions:

- ◆ MorphoTrak will provide shipping Carriage Paid To (CPT) – cities to be confirmed upon contract signature.
- ◆ Delivery will be scheduled upon receipt of order.
- ◆ Upon completion of a Technical Document Package¹ that has been co-signed by Tri-State and MorphoTrak, the MorphoTrak Project Manager will release a delivery schedule.
- ◆ Agency submission specifications as defined in the MorphoTrak Standard Tri-State Interface Control Document
- ◆ Interoperability to the State of Massachusetts is not included.

¹ Technical Document Package includes the Requirements Document. Inasmuch as the proposal and Requirements Document conflict, the Requirements Document shall govern. Any changes in configuration, performance, assumptions as listed herein, or the functionality from that described in the Proposal may impact both price and schedule offered by MorphoTrak. If applicable, additional documents, e.g., Interface Control Document(s), Factory Acceptance Test (FAT), Site Acceptance Test (SAT), etc., will be assumed approved if there is no response from the Customer within two (2) weeks of submission for review and approval.

- ◆ Tri-State will provide facility resources necessary for equipment installation and operation including access, space, environmental control, and electrical power in accordance with MorphoTrak specifications.
- ◆ Tri-State will provide the necessary local area network (LAN) and wide area network (WAN) service and backend connectivity. MorphoTrak's recommendations are:
 - ◆ LAN connections be 1 Gbps.
 - ◆ WAN connections between the sites be a minimum of 20 Mbps.
 - ◆ Use Quality of Service (QoS) to prioritize WAN traffic:
 1. Workstation traffic for which an operator may be waiting.
 2. Livescan submissions.
 3. Site-to-site data replication. (In support of synchronizing disaster recovery system.)

10 Additional Terms

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

MorphoTrak shall own all right, title, and interest to any software developed under this contract. Tri-State shall have an unrestricted license to use said software internally but not for any commercial purposes. The licensed software is a commercially valuable, proprietary product of MorphoTrak. Tri-State understands that the licensed software will contain substantial trade secrets of MorphoTrak and agrees to employ reasonable security precautions to maintain the confidentiality of such trade secrets.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, MorphoTrak will make its best effort to provide a suitable replacement.

Purchase orders should be sent to MorphoTrak by facsimile or United States mail. Please direct all order correspondence, including Purchase Order, to:

MorphoTrak appreciates the opportunity to present this proposal. Product purchase will be governed by the MorphoTrak System Agreement, a draft of which is attached for your convenience. Firm delivery schedules will be provided and development will commence after Tri-State and MorphoTrak have signed the finalized Requirements Document. Prices are exclusive of any and all state, or local taxes, or other fees or levies. Tri-State payments are due to MorphoTrak within twenty days after receipt of invoice. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

11 Maintenance Support

Table 16 provides a summary of the maintenance services and support. Items designated as Optional are not included in any stated pricing.

Table 16: Maintenance Support

Biometrics Support Features	
Software Support M-F 8am-5pm Customer Local Time	Included
Unlimited Telephone Technical Support	√
Two Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Software Standard Releases	√
Software Supplemental Releases	√
Automatic Call Escalation	√
Software Customer Alert Bulletins	√
Hardware Support-Onsite M-F 8am-5pm Customer Local Time	Included
On-Site Response	√
On-Site Corrective Maintenance	√
On-Site Parts Replacement	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Parts Support	Included
Advanced Exchange Replacement Parts	√
Telephone Technical Support for Parts Replacement	√
Parts Customer Alert Bulletins	√
Software Uplifts	
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional
One Hour Telephone Response	Optional
Hardware Uplifts	
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional
Up to 4 Hours On-site Response	Optional

12 MorphoTrak Service Agreement

MorphoTrak, LLC (“MorphoTrak” or “Seller”), a Delaware limited liability corporation, having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807, and New Hampshire State Police (“Customer”), having a place of business at 33 Hazen Drive, Concord, NH 03305, enter into this Service Agreement (“Agreement”), pursuant to which Customer will purchase and Seller will sell the services as described below and in the attached exhibits. Seller and Customer may be referred to individually as “party” and collectively as “parties.”

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	“Payment Schedule”
Exhibit B	“Statement of Work”
Exhibit C	“Description of Covered Products”

Section 2. DEFINITIONS

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Contract Price” means the price for the Services, exclusive of any applicable sales or similar taxes and freight charges.

“Default” means failure by either party to perform a material obligation under this Agreement.

“Effective Date” means that date upon which the last party to sign this Agreement has executed it.

“Equipment” means the physical hardware supplied by Seller as outlined in the attached Description of Covered Products, and any related goods or material used by the Seller to provide the Services.

“Final System Acceptance” means the date on which the Customer fully accepts the System as a result of successful completion of the Acceptance Tests.

“Infringement Claim” means a third party claim alleging that the Equipment manufactured by MorphoTrak or the MorphoTrak Software infringes upon the third party’s United States patent or copyright.

“Initial System Acceptance” means the date on which the Customer begins Operational Use of the System.

“MorphoTrak” means MorphoTrak, LLC.

“MorphoTrak Software” means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

“Non-MorphoTrak Software” means Software that a party other than MorphoTrak or Seller owns.

“Operational Use” means when Customer first uses the System to perform functions as outlined in the attached Statement of Work.

“Optional Technical Support Services” means fee-based technical support services that are not covered as part of the standard Services.

“Patch” means a specific change to the Software that does not require a Release.

“Principal Period of Maintenance” or “PPM” means the specified days and times, as set forth in the Statement of Work, that Services will be provided under this Agreement.

“Products” means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by MorphoTrak or Seller under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by MorphoTrak or another party.

“Releases” means an Update or Upgrade to the MorphoTrak Software and are characterized as “Supplemental Releases,” “Standard Releases,” or “Product Releases.” A “Supplemental Release” is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the MorphoTrak Software. Depending on Customer’s specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Standard Release” is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Product Release” is defined as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: “1.2.3”. If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak’s opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those services described in the Statement of Work and provided under this Agreement.

“Site” means the premises where Products are delivered and/or installed, or where the Services are performed, not including Seller’s premises from which it performs remote Services.

“Software” means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Start Date” means the date on which the term of this Agreement begins on Initial System Acceptance. This is the date when Services commence and Service Fees are due.

“System” means the Products and Services provided by Seller as a system as more fully described in the Statement of Work.

“Technical Support Services” means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

“Update” means a Supplemental Release or a Standard Release.

“Upgrade” means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. **SCOPE OF SERVICES.** In accordance with the provisions of this Agreement and in consideration of payment by Customer of the Service Fee, Seller will provide, ship, and install (if applicable) the Equipment described in the Description of Covered Products, and perform its other contractual responsibilities, all in accordance with this Agreement and the attached Statement of Work. As explained in further detail below, notwithstanding the placement of the Equipment in the Customer’s facility, title to the Equipment shall remain in Seller’s name, and Customer shall act as a responsible bailee for the Equipment. Customer will perform its contractual responsibilities in accordance with this Agreement and the attached Statement of Work.

3.2. **CHANGE ORDERS.** Seller will provide the products as outlined in the attached Description of Covered Products and perform the Services as outlined in the attached Statement of Work. Either party may request changes outside the scope of work detailed in this Agreement. If a requested change causes an increase or decrease in the annual Service Fee or time required to perform this Agreement, Seller and Customer will agree to an equitable adjustment of the Contract Price, schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. **TERM.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue for a period of ten (10) years from the date of Initial System Acceptance.

3.4. **SUBSTITUTIONS.** At no additional cost to Customer, Seller reserves the right to substitute any Equipment, Software, or services to be provided by Seller, provided that the substitute meets or exceeds the specifications outlined in the Statement of Work and is of equivalent or better quality to the Customer. Any such substitution will be reflected in a written change order signed by both parties.

3.5. When Seller performs Services at the Customer Site, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. The Customer shall cooperate to provide all information

pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Statement of Work. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Seller will provide Customer, without additional license fees, an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or Non-MorphoTrak Software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 (defined in the Statement of Work) error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The Services described in this Agreement are the only covered services. These Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to environmental conditions, incorrect, or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or special products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer ink, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any and all consumable items and supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Non-MorphoTrak software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because Non-MorphoTrak hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g., back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform system administration duties, including acting as a primary point of contact to Seller's customer support organization for reporting and verifying problems, and performing System backup. At least one member of the system administrator group should have completed Seller's training. The combined skills of this system administrator group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and standalone personal computer hardware. The system administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level, as defined in the Statement of Work. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the system administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. Seller will limit the number of audits to no more than one (1) per year; provided that the Seller may audit more frequently to the extent necessary to ensure the Operational Use of the System.

3.10. If Customer replaces, upgrades, or modifies software that interfaces with the covered Products, Seller will have the right to adjust the annual Service Fee to reflect any changes necessary to the Seller provided Equipment or related Services. Any change of the Agreement will be made by amendment agreed by the Customer and the Seller,

3.11. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. PRICING, PAYMENT AND TERMS

4.1. **CONTRACT PRICE.** The total Contract Price in U.S. dollars is in accordance with Section 9 – Solution Pricing Service Model Plan of the technical proposal document, and shall be paid on an annual Service Fee basis as outlined in the Exhibit B, Payment Schedule.

4.2. **INVOICING AND PAYMENT.** Seller will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Seller within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For Customer's reference, the Federal Tax Identification Number for MorphoTrak, LLC is 33-0154789.

4.3. **FREIGHT, TITLE, AND RISK OF LOSS.** All freight charges will be pre-paid by Seller and added to the invoices. Title to the Equipment and Software shall not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer Site. Seller will pack and ship all Equipment in accordance with good commercial practices. Customer shall be

responsible for all freight charges associated with return of Seller provided Equipment to Seller upon contract termination or contract expiration.

4.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Mr. Jeff Kellett
New Hampshire State Police
33 Hazen Drive
Concord, NH 03305

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

Concord, NH

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Mr. Jeff Kellett
New Hampshire State Police
33 Hazen Drive
Concord, NH 03305

Customer may change this information by giving written notice to MorphoTrak.

4.5 **CUSTOMER AS BAILEE.** Seller makes available for use to Customer, and Customer accepts such bailment from Seller, the Equipment for the duration of the Term, and subject to the conditions, of this Agreement. For the avoidance of doubt, title to the Equipment is and will remain vested in Seller, and Customer will not (i) acquire any title or other interest in the Equipment, or any right except the limited and conditional right to use as expressly set forth herein, (ii) permit any lien, encumbrance or security interest of any kind and in any amount to attach to the Equipment, (iii) permit the Equipment to be subjected to any interchange or pooling agreement, or (iv) permit the Equipment to be operated by or to be in the possession of any person other than Customer.

4.6. **AUTHORIZING FILING OF UCC STATEMENTS.** Customer authorizes Seller to file UCC-1 statements, and any other financing statements or related documents naming Customer as "Debtor" and describing the Equipment in all appropriate jurisdictions and, if applicable, to notify, in accordance with applicable law, any existing creditors of Customer with respect to the consignment arrangements contemplated hereby. Such documents will be filed for the purpose of providing notice of Customer's limited and conditional right to use the Equipment hereunder. The cost of such filing will be paid by the Seller.

SECTION 5. SITES AND SITE CONDITIONS

5.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the Sites; and (iii) access to the Sites identified in the Statement of Work or as reasonably requested by Seller so that it may perform its duties in accordance with the Statement of Work.

5.2. **SITE CONDITIONS.** Customer will ensure that all Sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these Sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air

conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a Site, Seller will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section 5.

5.3. **SITE ISSUES.** If Seller or Customer determines that the Sites identified in the Statement of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, Seller and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Statement of Work as necessary. If such change in Sites or adjustment to the installation plans and Statement of Work causes a change in the cost or time to perform, the parties will equitably amend the annual Service Fee or schedule, or both, by a change order.

SECTION 6. TRAINING

Any training to be provided by Seller to Customer under this Agreement will be described in a written training plan that is made part of the Statement of Work, or developed by the parties after the Effective Date. Customer will notify Seller immediately if a date change for a scheduled training program is required. If Seller incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Seller is entitled to recover these additional costs.

SECTION 7. ACCEPTANCE

7.1. SYSTEM ACCEPTANCE

7.1.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Seller will provide to Customer at least ten (10) days' notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

7.1.2. **INITIAL SYSTEM ACCEPTANCE.** Initial System Acceptance will occur upon execution of System testing as per the Acceptance Test Plan indicating that the system is ready for Operational Use. Operational Use occurs when the System has been fully-implemented and the Customer may begin use of the System in the operational environment. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone Initial System Acceptance. These minor omissions or variances will be corrected according to a mutually agreed upon schedule prior to Final System Acceptance.

7.1.3. **FINAL SYSTEM ACCEPTANCE.** Final System Acceptance will occur upon successful resolution of the minor omissions or variance identified during the Initial System Acceptance phase, in accordance with the Acceptance Test plan. Upon Final System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase.

SECTION 8. LIMITED WARRANTY AND DISCLAIMERS OF WARRANTY

8.1. Seller warrants to Customer that the Equipment: (a) upon System Acceptance will be operable, and (b) when properly installed, operated, and maintained in accordance with Seller's and manufacturer's recommendations and the terms of the Agreement, will remain operable. As more fully

set forth in Article 4 of this Agreement, ownership of the Equipment shall remain with Seller throughout the Term of the Agreement. Seller also warrants to Customer that any Services Seller is required to perform pursuant to the Agreement will be performed in a competent manner. If any failure to meet these warranties appears during the Term, or any failure to meet the Services warranty described above appears within sixty (60) days of performance of the particular Services and during the Term of the Agreement, Customer shall promptly notify Seller in writing and Seller shall within a reasonable amount of time under the circumstances: (i) repair or replace, at Seller's option, Equipment that does not meet the Equipment warranty and/or (ii) re-perform the defective Service to the extent practicable. This Section 8 sets forth the sole and exclusive remedies for all claims based on failure of or defect in Equipment or Services whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), or other contractual or extra contractual liability of any nature, strict liability or otherwise, and under any system, theory or principle of law.

8.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, WARRANTIES REGARDING THE SIZE, DESIGN, CAPACITY, CONDITION, QUALITY, DURABILITY, SUITABILITY, MANUFACTURE OR PERFORMANCE OF THE EQUIPMENT OR SERVICES, OR PATENT OR INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

SECTION 9. DELAYS

9.1. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

9.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments according to the Payment Schedule as if no delay occurred; and (ii) the parties will execute a change order to extend the schedule and, if requested by Seller, compensate Seller for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by Seller or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

SECTION 10. DISPUTES

10.1. SETTLEMENT PREFERRED. Seller and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Customer within thirty (30) days after notice by one of the parties

demanding non-binding mediation. Seller and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. If the dispute is of technical nature, either party may request for the matter to be referred to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. **LITIGATION.** Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 10.1 may be submitted by either party to a court of competent jurisdiction in New Hampshire. Each party consents to jurisdiction over it by such a court, and specifically waives any right to raise a jurisdictional or venue related defense to such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

SECTION 11. DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in Default (unless a Force Majeure causes such failure) and may assert a Default claim by giving the non-performing party a written and detailed notice of Default. Except for a Default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of Default to either (i) cure the Default or (ii) if the Default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Seller may stop work on the project until it approves the Customer's cure plan. For technical matters, the determination of failure to perform a material obligation may be referred by either party to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

11.2. **FAILURE TO CURE.** If, within thirty (30) days of receiving notice of a claim of Default, a defaulting party fails to cure the Default, or fails to provide a written cure plan as provided in Section 11.1 above, unless otherwise agreed to in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 14.1).

11.3. **FAILURE TO CURE BY CUSTOMER.** In the event that Customer fails to immediately cure any past due Service Fee when due; or cure any Default, or provide a written cure plan, each as provided in Section 11.1 above then Seller may terminate this Agreement and Customer will indemnify the Seller for the selling price of the System based on the date of termination as outlined in Exhibit B, Payment Schedule. In addition, Customer must immediately return, at Customer's expense, all Seller provided Equipment to Seller.

11.4. **TERMINATION BY CUSTOMER.** Customer may terminate this Agreement for Seller's Default, failure to cure, or failure to provide a written cure plan, as outlined in Section 11.1 above only.

Customer will pay Seller for work-in-progress (including any materials or supplies procured for Equipment or Services ordered) as of the date of termination and any Equipment or Services delivered or provided but not paid for as of the date of termination. .

11.5. EFFECT OF TERMINATION.

11.5.1. In the event that Seller terminates this Agreement for Customer's Default as in this Section 11.1 above, Seller may, in addition to the rights listed in 11.3 above, require Customer, at Customer's expense, to promptly return all or any portion of Equipment provided by Seller to Customer. In addition, Seller may enter the Customer's Site(s) where the Equipment is located and take immediate possession and remove some or all of it, all without any Seller liability to Customer; or Seller may exercise any other right or remedy available to it under any applicable law. No right or remedy of Seller referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to Seller at law or in equity.

11.5.2. In the event that Customer terminates this Agreement for Seller's Default as outlined in Section 11.1 above, Customer will allow Seller to immediately remove and take possession of all Seller provided Equipment located at the Customer's Site(s). Title to Seller provided Equipment will not pass to Customer in the event of Seller Default. No right or remedy of Customer referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to Customer at law or in equity.

SECTION 12. INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY SELLER.** Seller will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the gross negligence or willful misconduct of Seller, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Seller prompt, written notice of any such claim or suit. Customer shall cooperate with Seller in its defense or settlement of such claim or suit. This section sets forth the full extent of Seller's general indemnification of Customer from liabilities that are in any way related to Seller's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Seller will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Seller will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Seller's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Seller in writing of such Infringement Claim; (ii) Seller having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Seller cooperation and, if requested by Seller, reasonable assistance in the defense of the Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Seller's opinion is likely to occur, Seller may at its option and expense procure for Customer the right to continue using the Equipment or MorphoTrak Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or MorphoTrak Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and MorphoTrak Software.

12.3.3. Seller will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or MorphoTrak Software with any software,

apparatus or device not furnished by Seller; (ii) the use of ancillary equipment or software not furnished by Seller and that is attached to or used in connection with the Equipment or MorphoTrak Software; (iii) any Equipment that is not Seller's design or formula; (iv) a modification of the MorphoTrak Software by a party other than Seller; or (v) the failure by Customer to install an enhancement release to the MorphoTrak Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Seller with respect to infringement of patents and copyrights by the Equipment and MorphoTrak Software or any parts thereof.

SECTION 13. LIMITATION OF LIABILITY

13.1. SELLER LIABILITY. This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER WILL NOT be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other SPECIAL, incidental, punitive, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

13.2. CUSTOMER LIABILITY. Customer shall be liable to Seller for all loss of or damage to Equipment, as described in the attached Description of Covered Products, during the term of this Agreement. Customer shall give Seller prompt notification of any such loss or damage. In the event of such loss or damage and upon demand by Seller, Customer shall pay to Seller the cost either, at Seller's option, to repair or to replace the Equipment.

SECTION 14. INSURANCE REQUIREMENTS

14.1. LIABILITY INSURANCE. Customer shall obtain, at its expense, and shall at all times during which Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, comprehensive commercial general/public liability insurance, in broad form including coverage for liability assumed under contract, providing coverage for bodily injury, including death, and property damage of any person or persons, including, but not limited to, agents or employees of Buyer, arising from Equipment or its possession, use, operation, maintenance, storage, transportation, installation, dismantling or servicing, with a combined single limit of not less than \$5,000,000.00. The deductible for the liability insurance shall not exceed \$25,000.00. Seller shall be responsible for any damage on Seller's asset within any premise of Customer, and the liability insurance shall be primary with respect to any other liability insurance maintained by Seller.

14.2. PROPERTY INSURANCE. Customer shall obtain, at its expense, and shall at all times during which the Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, property insurance covering Equipment against all risks, loss or damage, in such form and with such insurers as shall be satisfactory to or specified by Seller, in an amount not less than the full replacement cost of all Equipment. The deductible for the property insurance shall not exceed \$25,000.00. Seller shall be named as an additional named insured and loss payee as Seller's interests may appear upon the property insurance and the property insurance shall be primary with respect to any other property insurance maintained by Seller.

14.3. In the event that Seller is entitled to proceeds under the liability insurance and/or property insurance per the terms hereof, Customer shall pay to Seller any and all deductibles, and Seller may collect such deductibles from any letter of credit established hereunder. The liability insurance and property insurance required under this section shall contain, and Customer hereby agrees to, a waiver of subrogation in favor of Seller, its parent, subsidiaries and affiliates. Seller shall have the right, but not the obligation, to make payment of premiums for the liability insurance and/or the property insurance, and Customer shall indemnify and hold harmless Seller from and against all premiums and other charges and expenses relating to the liability insurance and property insurance. Each of the liability insurance and property insurance policies shall provide that the insurer will give Seller not less than 30 days' prior written notice of any cancellation or alteration of the policy.

14.4. Customer shall, at least two business days prior to the arrival of Equipment at the Customer's Site, and upon demand by Seller from time to time thereafter, furnish Seller with a certificate of insurance demonstrating that the required insurance coverages are in effect. Seller's acceptance of Customer's evidence of insurance shall not be deemed a waiver or modification of Customer's insurance, indemnity, or other obligations, under the Contract. Customer's insurance obligation shall not in any way limit Customer's ultimate liability for loss or damage to Equipment or pursuant to the Contract. The proceeds of the property insurance shall be applied as Seller elects in its sole discretion. Customer hereby appoints Seller as Customer's attorney-in-fact to make claim for, or receive payment of, and execute and/or endorse all documents, checks, or drafts with respect to any loss or damage under the property insurance, which appointment is coupled with an interest.

14.5. SUBROGATION. In the event of any loss or damage to Equipment, in addition to its other rights, Seller will be subrogated to any right of Customer to recover against any person or entity with respect to such loss or damage. Customer will cooperate fully in the prosecution of such rights and will neither take nor permit to be taken any action to prejudice such rights.

SECTION 15. CONFIDENTIALITY, PROPRIETARY RIGHTS, AND RIGHTS IN DATA

15.1. CONFIDENTIAL INFORMATION.

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement.

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

SECTION 16. MISCELLANEOUS

16.1. **TAXES.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Seller's income or net worth), all of which will be paid by Customer except as exempt by law. If Seller is required to pay or bear the burden of any such taxes, it will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice.

16.2. **ASSIGNABILITY.** Neither party may assign this Agreement without the prior written consent of the other party, except that Seller may assign this Agreement to any successor of Seller's biometrics business or to any party acquiring the assets used by Seller in conducting such biometrics business or otherwise performing Seller's obligations under this Agreement.

16.3. **SUBCONTRACTING.** Upon prior written consent of Customer, which should not be unreasonably withheld, Seller may subcontract any portion of the work, but such subcontracting will not relieve Seller of its duties under this Agreement.

16.4. **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. **GOVERNING LAW.** This Agreement, and any issues relating hereto or disputes arising hereunder, and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the state of New Hampshire.

16.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This

Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties.

16.10. **NOTICES.** Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Customer	MorphoTrak
Mr. Jeff Kellett	MorphoTrak
New Hampshire State Police	Legal Department
33 Hazen Drive	5515 East La Palma Ave., Suite 100
Concord, NH 03305	Anaheim CA 92807

16.11. **COMPLIANCE WITH APPLICABLE LAWS.** Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Equipment.

16.12. **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any governing authority of the party.

16.13. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

16.14. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

16.15. **SURVIVAL OF TERMS.** The following provisions shall survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, Sections 4.1, 4.2 (Contract Price and Invoicing and Payment), 4.5 (Customer as Bailee) and 4.6 (Authorizing Filing of UCC Statements); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 15 (Confidentiality); and all of the provisions in Section 16.

SECTION 17. AGREEMENT EXECUTION

The parties hereby enter into this Agreement as of the Effective Date.

MorphoTrak, LLC ("Seller"):

**New Hampshire State Police
("Customer"):**

Signed	_____	Signed	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Phone	_____	Phone	_____
Email	_____	Email	_____

Exhibit A - PAYMENT SCHEDULE

Table 17: Service Model Payment Schedule – MorphoBIS Upgrade, Mobile, Disaster Recovery

Description	Annual Service Fee for New Hampshire
Year 1 Payment *	\$347,150
Year 2 Payment *	\$357,564
Year 3 Payment *	\$368,291
Year 4 Payment *	\$379,339
Year 5 Payment *	\$390,720
Year 6 Payment *	\$402,441
Year 7 Payment *	\$414,514
Year 8 Payment *	\$426,950
Year 9 Payment *	\$439,758
Year 10 Payment *	\$452,951
TOTAL	\$3,979,678

**Payment is due on the 1st day of each payment year.
 Applicable sales tax will be applied to the annual payments when they are due.*

Table 18: Service Model Pricing - Termination Fee Schedule

Description	Percentage of Purchase Price
System Price	\$1,113,000
Year 1 Termination Fee *	90% of System Price
Year 2 Termination Fee *	80% of System Price
Year 3 Termination Fee *	70% of System Price
Year 4 Termination Fee *	60% of System Price
Year 5 Termination Fee *	50% of System Price
Year 6 Termination Fee *	40% of System Price
Year 7 Termination Fee *	30% of System Price
Year 8 Termination Fee *	20% of System Price
Year 9 Termination Fee *	10% of System Price
Year 10 Termination Fee *	0% of System Price

**Fee is due upon contract termination including applicable sales tax.*

Exhibit B - STATEMENT OF WORK

The purpose of the Statement of Work is to define the standard work performed on a service model contract by the **New England Tri-State Biometrics Group (Tri-State) composed of the, the New Hampshire State Police (NHSP) and MorphoTrak**. The goal is to ensure that roles, responsibilities, and deliverables are clearly defined so that the service is delivered on time, on budget, and with the highest customer satisfaction.

1 MorphoTrak and Customer Responsibility Matrix

Table 19 defines MorphoTrak and Tri-State responsibilities for service activities and deliverables.

Table 19: MorphoTrak (MT) and Tri-State Activities and Deliverables

MT Responsibility	Tri-State Responsibility
<i>Project Management Services</i>	
<ol style="list-style-type: none"> 1. Provide a Program/Project Manager (PM) to coordinate all design definition, engineering efforts, procurement, factory integration and testing, shipment, installation, site integration, acceptance testing, training, transition, and support activities. 2. The PM will also: <ol style="list-style-type: none"> a. Serve as primary customer contact and develop a close team environment among all personnel to facilitate a continuous transfer of knowledge throughout the contract. b. Conduct the project's status meetings and provide status reports. c. Create and maintain an Action Item Log. d. Resolve deviations from the project scope and administer change control. 	<ol style="list-style-type: none"> 1. Provide a Program/Project Manager to review/approve all deliverables, final acceptance, and any change orders. 2. Your PM should also: <ol style="list-style-type: none"> a. Serve as MT's primary point of contact. b. Coordinate Customer activities, including site preparation, installation support, integration testing support, acceptance testing, and training of your personnel. c. Act as liaison with your third-party agencies. d. Work with our personnel to verify the resolution of Action Item Log issues. e. Ensure the MT personnel have the necessary site access and a safe work environment.
<i>Project Design Documentation</i>	
<ol style="list-style-type: none"> 1. Draft all Design Documentation in the List of Deliverables and provide to the Tri-State for review, comment, and approval. 	<ol style="list-style-type: none"> 1. Provide information regarding current system performance and functionality. 2. Review, provide feedback on, and approve the Project Design Documents by the scheduled deadline and in accordance with the procedure described in Table 28 of this Statement of Work. 3. Issue Change Requests for any required changes to the approved documents in accordance with the procedure described in Table 31 of this Statement of Work.
<i>Electronic Data Migration</i>	
Please see Section 4.1 of this Statement of Work.	Please see Section 4.1 of this Statement of Work.

MT Responsibility	Tri-State Responsibility
Purchasing	
<ol style="list-style-type: none"> 1. Verify that the proposal BOM is still valid and that no items have gone End-of-Life (EOL). Replacement items will be identified if necessary and you will be notified of the changes. 2. Procure the hardware and third-party software listed on the BOM. 3. Inventory the material. 4. Stage the equipment as needed for factory testing. 	<ol style="list-style-type: none"> 1. Obtain the Customer-provided hardware, if any, ensuring it meets the requirements specified in the approved Design Documentation. 2. If required, ship Customer-provided hardware to MT for factory staging.
Engineering Integration	
<ol style="list-style-type: none"> 1. Configure the commercial-off-the-shelf (COTS) software per the requirements in the approved Design Documents: <ol style="list-style-type: none"> a. Develop, test, and implement all the workflows. b. Develop, test, and implement the interfaces on MT software side required for the system operation, as defined in the Interface Control Documents (ICDs). c. Provide simulators/test files for the MT software side to allow the Customer to test the external system interfaces prior to the on-site integration. Simulators will reflect functionality only, and unless otherwise specified, will not simulate performance of the actual system. d. Configure and test the language, user interfaces, access rights, scanning and printout formats, and reports for MT software according to the Requirements Definition Document (RDD). e. Configure the data storage, backup, security, and user management for the items that are under MT responsibility. 2. Load the software and converted/migrated data on the staged equipment and perform basic functionality testing to verify the system is ready for Qualification testing. 3. Conduct a Test Readiness Review (TRR). 	<ol style="list-style-type: none"> 1. Develop, test, and implement any required interfaces from the Customer systems to the new MT system as required by the ICD(s). 2. Provide test files/simulators for the external systems to allow MT to perform testing prior to the on-site integration. 3. Configure the data storage, network (LAN/WAN), security, user management, and backup according to the RDD.
Factory Testing	
<ol style="list-style-type: none"> 1. Draft a Test Plan for Customer review and approval. The Test Plan is designed to validate the approved requirements. 2. Perform Qualification testing per the approved Test Plan. Note that interfaces are simulated for all factory testing. 3. Note any issues and their severity in the MT System Product Report (SPR) database and track the resolution. 4. Conduct a Factory Acceptance Test (FAT) per the 	<ol style="list-style-type: none"> 1. Review, provide feedback on and approve the Test Plan. 2. Attend the FAT and participate in the testing. 3. For each test scenario, either provide approval or note discrepancies.

MT Responsibility	Tri-State Responsibility
<p>approved Test Plan.</p> <p>5. Track any issues found during the FAT on a punch list and provide a plan for resolution.</p>	
Site Preparation	
<ol style="list-style-type: none"> 1. Perform site surveys as needed. 2. Provide site preparation documentation identifying the power, network, air conditioning, space, cabling, access, security, and equipment layout requirements for system implementation. 	<ol style="list-style-type: none"> 1. Approve the scheduling of the hardware/COTS/MT software delivery. 2. Identify the locations for each item procured. Provide a physical address, contact name, and contact phone number for each site. 3. Provide access to the sites for site surveys by MT if necessary, and assist in the surveys. 4. Provide the required layout information on the sites as well as any known constraints. 5. Review the site preparation documentation and confirm that there are no compliance issues. 6. Prepare the sites and the interconnection of the sites according to the site preparation documentation. 7. The Tri-State is responsible for the local area and wide area networks. Performance will be affected by network bandwidth. MT requires a minimum 1GB LAN for a central site or recovery site connection, and at least 10 MB dedicated network connection for each remote Review Station. 8. The Tri-State is responsible for network and power reliability and availability. Failure in these areas cannot be counted against MorphoTrak's reliability and availability of contractual requirements. 9. Provide a formal notice for MT indicating that the site preparation has been completed and validated, and the interconnection is operational before equipment is shipped to the sites. 10. If the network is not functioning per the specifications when MT arrives for installation, the Tri-State should address requests for correction within one day. Delays will impact the schedule and may result in additional charges for labor, lodging, and per diem for the employees on site for the duration of the extension. 11. Provide a temporary storage area for the delivered hardware if required.

MT Responsibility	Tri-State Responsibility
Shipping and Delivery	
<ol style="list-style-type: none"> 1. Provide a schedule for shipping and delivery to each site. 2. Securely crate or palletize all deliverables. 3. Provide shipping manifests that identify all items, including serial numbers. 4. Arrange for the secure shipping of all hardware, and third-party and MT software to the designated target sites. 5. Obtain any necessary export licenses, if applicable. 	<ol style="list-style-type: none"> 1. Approve the schedule for shipment and delivery of the hardware and software for each site. 2. Provide assistance as required to ensure shipments clear Customs, if applicable. 3. Pay import taxes and duties, if applicable. 4. Receive all material and immediately notify MT of any visible damage to shipping containers. 5. Provide temporary storage for the delivered hardware if required.
Deliverables: Hardware, Software, and Services	
<p>MorphoTrak will deliver the following hardware, software, and services: Note: The hardware is owned by MorphoTrak.</p>	
MORPHOBIS UPGRADE -Product/Solution	
<p>(1) MorphoBIS Servers, including:</p> <ul style="list-style-type: none"> ◆ Advanced Data Services (ADS) ◆ Web Application Server (WAS) ◆ Data Exchange Services (DES) ◆ Oracle 11g Standard Edition One ◆ SAN Storage Subsystem ◆ Web Application Server ◆ System Cabinet ◆ Backup Server ◆ Storage Area Network with RAID & LTO Tape ◆ Workflow Management Service ◆ Backup Software Licenses ◆ Data Processing Services (DPS) ◆ Morpho Biometric Search Services (MorphoBSS) ◆ SAN Storage Subsystem ◆ System Cabinet 	
<p>Electronic Data Migration of Existing AFIS records:</p> <ul style="list-style-type: none"> ◆ 90,000 Tenprint Records (persons) ◆ 1,400,000 Tenprint Records (incidents) ◆ 360,000 Palm Records (incidents) ◆ 21,000 Latent Finger Records ◆ 11,000 Latent Palm Records 	
<p>(4) Expert Workstation (EW), including:</p> <ul style="list-style-type: none"> ◆ Control Computer, 24 inch LED Monitor, Keyboard and Mouse ◆ Flatbed Scanner 	

MT Responsibility	Tri-State Responsibility
<ul style="list-style-type: none"> ◆ Latent Camera Assembly and Lighting ◆ Tenprint Expert Workstation Software ◆ Latent Expert Workstation Software ◆ Review Software 	
<p>(7) Tenprint Expert Workstation (TEW)</p> <ul style="list-style-type: none"> ◆ Control Computer, 24 inch LCD Monitor, Keyboard and ◆ Flatbed Scanner ◆ Tenprint Expert Workstation Software ◆ Review Software 	
<p>(24) Review Software Licenses</p>	
<p>(3) Double-Sided Tenprint/Palmprint Card Printer</p>	
<p>(6) Color Laser Printers</p>	
<p>(2) Printer, Laser Mono</p>	
<p>MorphoTrak Professional Services, including:</p> <ul style="list-style-type: none"> ◆ Program Management ◆ Systems Engineering ◆ System Integration ◆ Installation and Test ◆ Site Acceptance Test ◆ Training 	
<p align="center">MORPHOIDENT (NOT APPLICABLE FOR NEW HAMPSHIRE)</p>	
<p>(4) Morpho Mobile Gateway, includes FBI RISC workflow</p>	
<p>(30) MorphoIdent Handheld Fingerprint Identification Devices for Maine</p>	
<p>(30) MorphoIdent Handheld Fingerprint Identification Devices for Vermont</p>	
<p>MorphoTrak Professional Services, including:</p> <ul style="list-style-type: none"> ◆ Program Management ◆ Systems Engineering ◆ System Integration ◆ Installation and Test ◆ Site Acceptance Test ◆ Training 	

MT Responsibility	Tri-State Responsibility
<p align="center">MORPHOBIS DISASTER RECOVERY</p> <p>SAN-to-SAN Disaster Recovery System MorphoBIS Servers, including:</p> <ul style="list-style-type: none"> ◆ Advanced Data Server (ADS) ◆ Oracle 11g Standard Edition One ◆ SAN Storage Subsystem ◆ Web Application Server ◆ Morpho Biometric Search Services (MorphoBSS) ◆ System Cabinet <p>MorphoTrak Professional Services, including:</p> <ul style="list-style-type: none"> ◆ Program Management ◆ Systems Engineering ◆ System Integration ◆ Installation and Test ◆ Site Acceptance Test ◆ Training 	

MT Responsibility	Tri-State Responsibility
Installation and On-Site Integration Testing	
<ol style="list-style-type: none"> 1. Propose the installation schedule in advance of delivery. 2. Unpack, inventory and install all equipment. 3. Power up the equipment and verify connectivity between components. 4. Troubleshoot any installation issues. 5. Run on-site integration tests with the external systems. 6. Identify any open issues prior to Acceptance Testing. 	<ol style="list-style-type: none"> 1. Confirm the installation schedule in advance of delivery. 2. Provide access to the sites for MT and MT sub-contractors as required. 3. Provide the support for site and security issues. 4. Ensure timely IT support availability for addressing network issues. 5. Arrange for access to test beds for interfaced systems (for example, FBI, CCH, etc.). 6. Provide access to the site 8 a.m. to 8 p.m., Monday through Saturday, with escort if required.
Site Acceptance Test (SAT)	
<ol style="list-style-type: none"> 1. Organize the SAT and run the tests according to the approved Test Plan. 2. Track any issues found during the SAT on a punch list and provide a plan for resolution. 3. Fix the punch list issues, re-run the failed tests, and issue a report for a SAT re-test. 	<ol style="list-style-type: none"> 1. Participate in the SAT, sign off on passed tests, and identify any failed requirements. 2. Validate the fixes during re-testing and sign off on the SAT. <p>Note: Expected results for accuracy and/or performance are described in the technical proposal. Conformance and potential deviations on specific tests will be reviewed with respect to expected results, data quality, and other potential factors, in reference with FBI standards and Industry practices.</p>
Training Documentation	
<ol style="list-style-type: none"> 1. Deliver the user manuals for MT applications (format and language to be verified). 2. Deliver the administrator manual(s) for the system (format and language to be verified). 	<ol style="list-style-type: none"> 1. The Tri-State may make unlimited electronic copies for internal use.
Training	
<ol style="list-style-type: none"> 1. Draft a training schedule based upon the Tri-State's organizational and contractual requirements. 2. Provide operator workstation training and system administrator training per the approved schedule. 3. Provide attendance sheets and training certificates. 4. Provide, collect, and review feedback forms. 5. Trainers provide contact information for follow up questions. 	<ol style="list-style-type: none"> 1. Review, comment on, and approve the training schedule. 2. Ensure availability of the trainees and confirm they meet any prerequisite requirements. 3. Provide a meeting room and projection equipment for the classroom training. 4. Trainees are encouraged to provide feedback on the training courses.

MT Responsibility		Tri-State Responsibility				
Type of Training	Central Site (NH)			Number of Trainees per Session	Duration for each Session	Total Number of Sessions
MorphoBIS - System Administrator	X					
Tenprint Expert Workstation (TEW) and Review Workstation	X					
Latent Expert Workstation (LEW) and Review Workstation	X					
Disaster Recovery – System Administration	X					
Cutover						
1. Provide a cutover plan and schedule. 2. Assist Tri-State staff in placing the system in production status. 3. Monitor system performance for a minimum of three days to ensure transactions are being processed properly. 4. Report issues to the Customer Support Center for Maintenance Support tracking. 5. Complete a final residual conversion and/or migration and load records. 6. Submit a request for Final Acceptance.			1. Provide the staffing necessary to support cutover. 2. Notify remote sites of any scheduled downtime, and provide a procedure for reporting problems. 3. Coordinate communications with the managers of any interfaced systems to support the transition from test mode to live mode. 4. Assist in obtaining records for the residual conversion/migration. 5. Provide Final Acceptance.			
Travel						
1. Organize MT personnel travel. 2. Pay for MT personnel travel expenses.			1. Organize any Tri-State personnel travel. 2. Pay for Tri-State personnel travel expenses.			
Technical Refresh (Year 7)						
The Year 7 technical refresh will include the following: Hardware (owned by MorphoTrak): Central Site System - <ul style="list-style-type: none"> ◆ Replace MorphoBIS servers ◆ Replace storage and backup servers ◆ Replace MorphoBIS workstations and peripherals 						

- 4 Expert WorkStations (EW) (no furniture)
- 7 Tenprint Expert Workstations (TEW) (no furniture)
- Replace 3 Double Sided Tenprint/Palmprint Card Printers
- Replace 6 Laser Printers
- Replace 3 Laser Mono Printers

- ◆ Replace Mobile Gateway server

Disaster Recovery Site System -

- ◆ Replace MorphoBIS servers
- ◆ Replace storage and backup servers

Note: The proposed database and throughput capacity for the Central Site System and Disaster Recovery System (which is based on 10 years of operation) will remain unchanged.

Software:

The technical refresh includes the latest operational system technology (AFIS and MorphoBIS Face Expert) within the same functional scope as installed initially.

Professional Services:

- ◆ Program/Project Management
- ◆ Systems Engineering
- ◆ System Integration
- ◆ Installation and Test
- ◆ Training (at Central Site – as per Section 4.7)
- ◆ Factory Acceptance Test (FAT)
- ◆ Site Acceptance Test (SAT)
- ◆ Data Migration

2 System Operations, Monitoring, and Administration Tasks

Table 20 defines MorphoTrak and Tri-State responsibilities for system operations, monitoring, and administration tasks.

Table 20: MorphoTrak and Tri-State Responsibilities for System Operations, Monitoring, and Administration Tasks

MT Responsibility	Tri-State Responsibility
<i>System Operations Report</i>	
1. Capacity and Throughput reporting.	1. Run system operations reports.
<i>LAN/WAN Administration and Supervision</i>	
	1. Provide all LAN/WAN administration, supervision, and support.
<i>User Management</i>	
1. As directed by Tri-State, system administrators will be responsible for user management including: <ul style="list-style-type: none"> a. Creating users. b. Establishing and modifying user access rights. c. Enabling and disabling user accounts. d. Deactivating users. 	
<i>Help Desk</i>	
1. Provide Call Center support per your service agreement, including a 1-800 number and email access.	
2. Record and track all service calls in our database.	
3. Dispatch local Customer Support Engineers as required per your service support agreement.	
<i>Delivery of Consumables</i>	
	1. Provide data backup tapes, ink cartridges, paper, batteries, and other consumables.
<i>System Monitoring</i>	
1. CSEs are responsible for monitoring, which includes: <ul style="list-style-type: none"> a. In-process transactions. b. Services, interfaces, and databases. c. Notifications when an abnormal event is detected. 	

MT Responsibility	Tri-State Responsibility
<i>System and Transaction Management</i>	
1. CSEs will manage key components of the system, including: <ul style="list-style-type: none"> a. Stopping and re-starting all transactions in the system. b. Enabling and purging transactions. c. Changing transaction priority. d. Starting and stopping all services, interfaces, and databases of the system. 	
<i>Storage Space Monitoring</i>	
1. Monitor storage space, system capacity and throughput; to include taking the appropriate action.	
<i>Data Backup Management</i>	
1. Perform periodic backups of the system databases and verify the backups.	

3 System Maintenance Tasks

Table 21 defines MorphoTrak and Tri-State responsibilities for system maintenance tasks.

Table 21: MorphoTrak and Tri-State Responsibilities for System Maintenance Tasks

MT Responsibility	Tri-State Responsibility
Hardware Preventive Maintenance	
1. Perform all necessary preventive hardware maintenance.	N/A
Software Preventive Maintenance	
1. Perform log analysis and software updates, and load any software patches required to ensure software is performing per specification.	1. Confirm which software updates may be loaded and approve the schedule.
Anti-Virus	
1. Run Windows anti-virus software on the system prior to shipping. 2. Assist Tri-State IT personnel with implementation of anti-virus update schema.	1. Manage virus protection after the system is installed on your site, including definition downloads, virus checking, and reporting.
Performance Analysis and Tuning	
1. Conduct monthly reviews of system capacity, usage, performance indicators, and event logs to identify potential problems. 2. Routinely evaluate performance indicators, and make recommendations for altering system parameters and configurations to maintain optimum performance. Implement approved changes.	1. Review and approve configuration changes.
Remedial Maintenance Support	
1. Repair, replace, or upgrade hardware as necessary to ensure that failed or degraded hardware is performing per specification within the conditions of the maintenance contract. 2. Perform log analysis and technical investigations as necessary to diagnose system events. 3. Produce software updates and fixes within the conditions of the maintenance contract. This may include source code analysis and patch creation. 4. Test and install software updates and fixes in the production environment within the conditions of the maintenance contract.	N/A
Spares Management	
1. Maintain and manage an appropriate	N/A

MT Responsibility	Tri-State Responsibility
inventory of spare parts and install spare parts as necessary in the event of a system failure.	
<i>Data Management</i>	
<ol style="list-style-type: none"> 1. Perform record analysis as necessary to address issues such as missed identifications or other record processing anomalies. 2. If the need arises, we will be responsible for restoring system data to correct any data loss or corruption of the permanent databases within the limits of the maintenance contract. 	<ol style="list-style-type: none"> 1. Notify MT of any known anomalies, such as missed identifications.

4 Electronic Data Migration

This section provides a description of MorphoTrak and Tri-State responsibilities for electronic data migration, should these activities be required.

4.1 Electronic Data Migration

This section covers the responsibilities of MorphoTrak and Tri-State with regard to the electronic migration of data from your legacy system to your new MorphoBIS system.

4.1.1 MorphoTrak Responsibilities

Table 22 lists MorphoTrak responsibilities for electronic data migration.

Table 22: MorphoTrak Responsibilities for Electronic Data Migration

MorphoTrak Responsibilities for Electronic Data Migration	
1	Provide a migration plan describing how the data migration will be performed.
2	Extract all electronic data from the legacy system, if the legacy system is a MorphoTrak system.
3	Work with the Customer to define file formats for the foreign electronic records, if the legacy system is not a MorphoTrak system.
4	Process the data to: <ul style="list-style-type: none"> a. Re-extract and replace all matching features for the tenprint data where the quality of the images permits. b. Preserve the expert minutiae for latent images from the unsolved latent file (MorphoTrak systems only), and add new auto-extracted features where the quality of the images permits. c. Convert descriptor data from the legacy format to the replacement system format. d. Add default values for new mandatory fields.
5	Add tenprint, palmprint, and latent data to the new system.
6	Create both the Advanced Data Services (ADS) database and the Morpho Biometric Search Services (MBSS) database.
7	Perform both a primary migration and subsequent residuals to capture all the data up to the time of cutover.
8	Perform duplicate checking (cross-searching) only if specified in the contract and proposal. The results of duplicate checking will be provided in a report to the Customer. Note: MorphoTrak does not perform consolidations.
9	Provide a migration report, listing which records were migrated successfully and which could not be migrated, with explanations for the exceptions.

4.1.2 Tri-State Responsibilities

Table 23 lists Tri-State responsibilities for electronic data migration.

Table 23: Tri-State Responsibilities for Electronic Data Migration

Tri-State Responsibilities for Electronic Data Migration	
1	<p>Review and approve the Data Migration Plan:</p> <ul style="list-style-type: none"> a. One aspect of migration is mapping fields from the legacy system to descriptors in the new database. The Customer must review the migration plan and verify that the mapping is correct, otherwise additional migration scripts may have to be run after the database load. b. Additions to the proposed migration scope or changes after the Migration Plan has been approved require a Change Order. MorphoTrak reserves the right to charge for Change Requests that involve additional equipment, functionality, or labor.
2	Provide access to the legacy system in order to copy the existing data as either a backup or an Oracle export, whichever is appropriate.
3	Provide remote access into the legacy system and replacement system for migration personnel for the duration of migration.
4	Ensure the quality of the data being provided.

5 Standard List of Deliverables and Approvals

Table 24 provides a list of standard project deliverables. Tri-State approval is required as indicated.

Table 24: Standard List of Deliverables and Customer Approvals

	Name	Customer Approval Required
1	Project Plan and Milestones Schedule	Yes
2	Requirements Definition Document (RDD)	Yes
3	Data Dictionary	Yes
4	Interface Control Document(s) (ICDs) – one per interface <i>Note:</i> Tri-State should provide an ICD for any existing CCH interface.	Yes
5	Status Reports	No
6	Site Preparation Survey and Recommendations	Yes
7	Conversion/Migration Plan (If Conversion/Migration is required)	Yes
8	Acceptance Test Procedure	Yes
9	Training Plan	Yes
10	Installation/Transition Plan	Yes
11	User Manuals	No
12	System Administrator Manuals	No
13	Hardware as described in the Proposal and/or requirements specification (hardware is owned by MorphoTrak)	No
14	Software as described in the Proposal and/or requirements specification	No
15	Third-party software licenses	No
16	Training courses	No
17	Final Acceptance Certificate	Yes
18	Service Plan, including MorphoTrak service commitments	Yes

6 List of Customer Milestones

Customer milestones are incorporated into the project's Master Schedule. If these tasks are not completed by the dates listed in the schedule, the schedule may have to be re-planned once the tasks are completed. The schedule slip may be more or less than the actual delay, based on the affected dependencies. Significant schedule changes required as a result of missed customer milestones may result in a billable Change Order.

Table 25 lists the customer milestones.

Table 25: Tri-State Milestones

Tri-State Milestones	
1	Data migration/conversion (if in scope) – Availability of cards and or electronic data at required quality level
2	Approval of all documents listed in the Customer Approval List (Table 27)
3	Site readiness (To be confirmed for each site)
4	Network readiness (To be confirmed for each site)
5	Customer contractor readiness (Applies to third-party contractors who may be responsible for interfaces or other functionality)
6	Import payments and any other import facilitation, if applicable
7	Availability of customer resources for FAT, SAT, installation, training, and cutover

7 Acceptance Process

The acceptance process is characterized by running an acceptance test, documenting any anomalies with a plan to fix, signing the acceptance certificate, and putting the project into maintenance support mode. Table 26 provides a description of the Final Acceptance process.

Table 26: Final Acceptance Process

Final Acceptance Process	
1	Tri-State and MorphoTrak run the previously agreed-to acceptance test procedure using an agreed-upon set of test data. This procedure includes a detailed set of tests covering all the requirements specified in the RDD.
2	Any anomalies are documented in the acceptance punch list. A plan to fix these anomalies by a specific date is entered into the punch list. MorphoTrak's standard Severity Definitions are provided in Table 30 as a reference. Note: Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone Initial System Acceptance. These minor omissions or variances will be corrected according to a mutually agreed upon schedule prior to Final System Acceptance
3	After completion of the acceptance test procedures and depending on the severity of documented anomalies, Tri-State may elect to accept the system for operational production use, commencing Initial System Acceptance. Tri-State will provide agreement in writing for Initial System Acceptance to occur. This may be in the form of executing a Conditional Acceptance certificate.
4	Upon resolution of all documented anomalies found during acceptance testing, the Final Acceptance Certificate is signed with the following: <ul style="list-style-type: none"> ◆ A reference to the punch list. ◆ A help desk support telephone number.
5	Once the acceptance certificate is signed (Conditional or Final), the Tri-State may use the system in a production environment; that is, the system can go live.
6	If the Tri-State does not want to sign the acceptance because of a major issue, MorphoTrak will work to fix the issue as soon as possible. During this time, the Tri-State is not authorized to put the system into production.

Table 27 provides definitions of the MorphoTrak severity levels.

Table 27: Severity Definitions

Severity	Definition
Severity 1	<u>Severe</u> : Any failure that renders an entire system or an essential component of a system non-operational.
Severity 2	<u>Critical</u> : Any failure that renders a crucial component of the system non-operational, or seriously impacts the overall system, has no work-around, but does not render the system unusable.
Severity 3	<u>Non-Critical</u> : Any failure where a system component is not functioning but there is a work-around. This also applies to inadequate documentation to install, integrate, or use the system.
Severity 4	<u>Inconvenience</u> : Any failure that does not significantly impact normal operation but makes it inconvenient or confusing to use the system or one of its components.
Severity 5	<u>Enhancement</u> : A feature or capability that is not in the current product specification, but will be added in the future.

8 Change Control

MorphoTrak’s Implementation Plan includes a change control/issue resolution process that defines the procedures by which the project scope may be changed, either during the project implementation or after acceptance. It includes the paperwork, tracking systems, and approvals necessary for authorizing changes.

The Change Order process ensures that the overall effect of the requested change is considered prior to the implementation of the change, and that the effect on the project work plan and schedule is considered. Table 28 provides a description of the Change Order process.

Table 28: Change Order Process

1	Tri-State Change Requests are documented and submitted to the MorphoTrak Program Manager.
2	The project team evaluates the proposed change and its impact to the project schedule and costs (if any).
3	The MorphoTrak Program Manager drafts a Change Order for your review, including a description of the solution and the price, if any. Note: No-cost Change Orders may be provided to track changes.
4	MorphoTrak and the Tri-State review and then formally reject, postpone, or accept changes based on need, overall effect, cost, and schedules.
5	The Change Order is finalized and purchased by being signed by both parties prior to the Change Order’s expiration date.
6	Once the Change Order has been approved, the MorphoTrak Program Manager makes any necessary adjustments to the Design Documents, project work plan, and any other impacted deliverables, such as the BOM.

Exhibit C - DESCRIPTION OF COVERED PRODUCTS

The following table lists the Products that will be provided by Seller and covered under the Agreement:

Table 29: Covered Products

MorphoBIS Upgrade Equipment

Product	Description	Qty
MorphoBIS Central Site System	MorphoBIS Servers, including: <ul style="list-style-type: none"> ◆ Advanced Data Services (ADS) ◆ Web Application Server (WAS) ◆ Data Exchange Services (DES) ◆ Oracle 11g Standard Edition One ◆ SAN Storage Subsystem ◆ Web Application Server ◆ System Cabinet ◆ Backup Server ◆ Storage Area Network with RAID & LTO Tape ◆ Workflow Management Service ◆ Backup Software Licenses ◆ Data Processing Services (DPS) ◆ Morpho Biometric Search Services (MorphoBSS) ◆ SAN Storage Subsystem ◆ System Cabinet 	1
MorphoBIS Expert Workstation	Expert Workstation (EW), including: <ul style="list-style-type: none"> ◆ Control Computer, 24 inch LED Monitor, Keyboard and Mouse ◆ Flatbed Scanner ◆ Latent Camera Assembly and Lighting ◆ Tenprint Expert Workstation Software ◆ Latent Expert Workstation Software ◆ Review Software 	4
MorphoBIS Tenprint Expert Workstation	Tenprint Expert Workstation (TEW) <ul style="list-style-type: none"> ◆ Control Computer, 24 inch LCD Monitor, Keyboard and Mouse ◆ Flatbed Scanner ◆ Tenprint Expert Workstation Software ◆ Review Software 	7
MorphoBIS Review Software Licenses	Review Software Licenses	24
Printers - Double-Sided	Double-Sided Tenprint/Palmpoint Card Printer	3

Product	Description	Qty
Printers - Color	Color Laser Printers	6
Printers - Mono	Printer, Laser Mono	3

MorphoDent Equipment (NOT APPLICABLE FOR NEW HAMPSHIRE)

Product	Description	Qty
Morpho Mobile Server	Morpho Mobile Gateway, includes FBI RISC workflow	1
MorphoDent Devices (Maine)	MorphoDent Handheld Fingerprint Identification Devices for Maine	30
MorphoDent Devices (Vermont)	MorphoDent Handheld Fingerprint Identification Devices for Vermont	30

Disaster Recovery Equipment

Product	Description	Qty
Disaster Recovery	SAN-to-SAN Disaster Recovery System MorphoBIS Servers, including: <ul style="list-style-type: none"> ◆ Advanced Data Server (ADS) ◆ Oracle 11g Standard Edition One ◆ SAN Storage Subsystem ◆ Web Application Server ◆ Morpho Biometric Search Services (MorphoBSS) ◆ System Cabinet 	1

ADDENDUM #1 TO TRI-STATE AFIS CONSORTIUM AGREEMENT BETWEEN
THE STATE OF NEW HAMPSHIRE AND MORPHOTRAK, LLC

WHEREAS, the State of New Hampshire desires to enter into that certain sole source Agreement between the State of New Hampshire (the "State") and MorphoTrak, LLC ("MorphoTrak") resulting from the MorphoTrak Proposal #00-000221-G dated August 22, 2016 to seek a system upgrade of the Tri-State Consortium AFIS system (the "Proposal");

WHEREAS, the States of Maine and Vermont have already executed their own contracts with MorphoTrak based on the Proposal in order to accomplish the continuation of the Tri-State AFIS system; and

WHEREAS, clarifications to the Agreement need to be made in order to permit the State to enter into the Agreement;

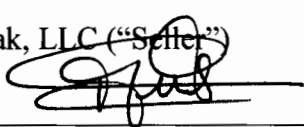
NOW THEREFORE, the State and MorphoTrak hereby agree that the Agreement shall be modified as follows:

Proposal, page 35, MorphoTrak Service Agreement, Section 2, the definition of "Start Date" shall read: "means July 1, 2017 or such later date on which the term of this Agreement begins on Initial System Acceptance. This is the date when Services commence and Service Fees are due."

Proposal, page 40, MorphoTrak Service Agreement, Section 4.2 shall read: "INVOICING AND PAYMENT. Seller will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Start Date, Customer will make payments to Seller within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For Customer's reference, the Federal Tax Identification Number for MorphoTrak, LLC is 33-0154789."

This Addendum shall be effective upon the signature of the last party to sign the Addendum.

MorphoTrak, LLC ("Seller")

Signed 

Name Florian Hebras

Title VP & CFO

Date 10-14-16

Phone 714-632-2139

Signed _____

New Hampshire State Police ("Customer")

Signed 

Name Steven R. Lavoie

Title Director of Administration

Date 10/19/16

Phone 603-223-8000

Signed _____

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE STATES OF

MAINE, NEW HAMPSHIRE, AND VERMONT

FOR THE TRI-STATE AFIS SYSTEM

GENERAL PROVISIONS

1. PURPOSE:

This Memorandum of Understanding (MOU) is between the states of MAINE, NEW HAMPSHIRE, and VERMONT hereinafter referred to as the "Tri-states". Its purpose is to establish the foundation for the partnership and guidance of the tri-states as it pertains to AFIS interoperability between Maine, New Hampshire, Vermont and transmission between the states and the FBI. Each state has a need for an Automated Fingerprint Identification System and recognizes there are financial savings and functional benefits for each state by sharing an AFIS system. This MOU acknowledges each state's commitment to a cooperative effort to ensure the long term support, maintenance and operation of the jointly owned and shared fingerprint identification system referred to as the "Tri-State AFIS"

2. BACKGROUND:

In 1997 Maine, New Hampshire, and Vermont worked together to establish the Tri-State AFIS partnership as a way to purchase an Automated Fingerprint Identification System. In 1997 a policy Board, bylaws and standard operating procedures were created for the governance and oversight of the Tri-State venture. Based on the "economy of scale", a shared system was purchased which effectively decreased upfront and continuing costs and provided the Tri-States with an effective and economically sound solution and the collaborative effort referred to as the Tri-State AFIS was initiated. In 2007 our AFIS system was refreshed by the vendor with all new software and hardware. Over the years the Tri-States have added new technologies that have been and currently are utilized by the law enforcement community across the three states. The Tri-States have invested considerable capital into the current infrastructure and moving forward as individual states would be more costly and result in loss of capabilities for all involved. This MOU recognizes the benefits and success of the previous eighteen (18) year Tri-State AFIS compact and the on-going cooperation between the Tri-States.

3. AUTHORITY:

This MOU recognizes an ongoing need for cooperation between the three states and vests the authority for oversight of the Tri-State AFIS in the Tri-State AFIS Board as outlined in the current bylaws as attached.

4. SCOPE:

The scope of this agreement pertains solely to cooperative efforts of the Tri-States regarding the Tri-State AFIS including, but not limited to, joint acquisitions, enhancements, connectivity, funding, maintenance, support, procedures and other shared resources.

The states agree to provide each other the opportunity to take corrective actions, or to exercise the ability to resolve any incidents that may arise during the term of this agreement as set forth in the bylaws. Each state is responsible for maintaining any state specific hardware, software or functionality to ensure no adverse impact on the other states in accordance with the Tri-State standard operating procedures and by-laws. Each state shall operate the system in accordance with all federal and state regulations, and policy as applicable.

5. FUNDING:

Each State will be responsible for funding its portion of any mutually purchased contract, product or service unless previously stipulated otherwise. Any additional services or enhancements to the system that are not required by all states will be the sole responsibility of the state(s) seeking out the new service or enhancement in accordance with the Tri-State bylaws.

6. SETTLEMENT OF DISPUTES:

The Tri-State agrees to work collectively to resolve any areas of contention that may arise in order to provide an equitable and timely resolution for the issue. The Board will be the first recourse and will be governed by the bylaws in these matters.

7. AMENDMENT:

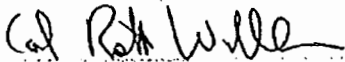
Recognizing the dynamics involved in any long term agreement this MOU will be periodically reviewed by the Board and signatories to ensure its applicability and any requirement for amendment or modification will be appropriately administered via a concurrence of the Tri-States. Any such modifications to this MOU shall be in writing with concurrence of all parties and signed by authorized representatives.

8. ENTRY INTO FORCE, AND DURATION:

This MOU, which consists of 8 sections, will enter into effect upon the signature of all States and will remain in effect for the duration of the Tri-State coalition, unless rescinded by written mutual consent of the Tri-States. This MOU is applicable to all current and ongoing efforts regarding the present and future Tri-State AFIS endeavors until such time as the Tri-States dissolve this partnership. The parties retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other parties, for any reason.

The preceding eight (8) sections represent the agreement and understanding reached between the states of Maine, New Hampshire, and Vermont.

FOR THE STATE OF MAINE:


Maine State Police

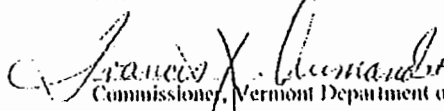
04-15-15
Date

FOR THE STATE OF NEW HAMPSHIRE


New Hampshire State Police

5/22/15
Date

FOR THE STATE OF VERMONT


Commissioner, Vermont Department of Public Safety

Francis X. Aumand III
Deputy Commissioner
VT Department of Public Safety

4-13-15
Date



STATE OF MAINE
Department of Public Safety
Maine State Police
State Bureau of Identification
42 State House Station
Augusta, Maine
04333-0042

PAUL R. LEPAGE
GOVERNOR

COL. ROBERT A. WILLIAMS
CHIEF

JOHN E. MORRIS
COMMISSIONER

LT. COL. RAYMOND BESSETTE
DEPUTY CHIEF

7/13/14

To whom it may concern:

In 1997 Maine, New Hampshire, and Vermont worked together to establish the Tri-State AFIS partnership as a way to purchase an Automated Fingerprint Identification System. Based on the economy of scale, purchasing a system that all three small states could share would decrease the upfront and on-going costs so that it was feasible. Bylaws and a policy board were created in 1997. Standard operating procedures were also written.

In 2007 our AFIS system was refreshed with all new software and hardware. Over the years we have also used our vendor to add new technologies that can be used by law enforcement entities across our states. In Maine our AFIS has been tied directly to our criminal history database so that information can be seamlessly shared and law enforcement can have access to critical information in a 24/7, 365 days a year environment.

As we close out 2014 our AFIS system is in dire need of a replacement, having exceeded its current lifecycle. Once again Maine, New Hampshire, and Vermont need to move forward with a replacement plan. The performance of the system has degraded, parts are no longer supported, our needs have grown, and technology has changed considerably since our system was installed in 2007. Law enforcement in our states are in jeopardy of losing out on great AFIS advancements made over the last few years (unsolved cases could potentially be solved, our process can be more efficient, and new technology available to law enforcement has made identification faster and more reliable).

Representatives from Maine, New Hampshire, and Vermont have reviewed other AFIS options, but see no benefits from moving in a new direction. In addition, we have invested considerable capital into our current infrastructure and will have to invest more resources to move away from a platform that we have fully in place between all the states. Furthermore, being in a tri-state agreement ties all parties together so the decisions of one are tied to the other



STATE OF MAINE
Department of Public Safety
Maine State Police
State Bureau of Identification
42 State House Station
Augusta, Maine
04333-0042

PAUL R. LEPAGE
GOVERNOR

JOHN A MORRIS
COMMISSIONER

COL. ROBERT A WILLIAMS
CHIEF

LT. COL. RAYMOND BESSETTE
DEPUTY CHIEF

involved parties. As a result this project will need to proceed as a sole source contract as an upgrade to our existing AFIS vendor relationship. We have every intention of continuing our successful relationship with our Tri-State partners, and seeking our share of a system replacement during our upcoming legislative session. In addition, we will make every effort to move forward as quickly as possible so that we can minimize our risk and begin taking advantage of the new systems potential.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Grotton'.

Christopher Grotton
Major Support Services
Maine State Police

A handwritten signature in black ink, appearing to read 'Matthew Ruel'.

Matthew Ruel
Director SBI
Maine State Police

OFFICES LOCATED AT: 45 COMMERCE DRIVE, SUITE 1

((207) 624-7240 (Voice)

((207) 624-4478 (TDD)

((207) 287-3421 (Fax)



State of Vermont
Department of Public Safety
103 South Main Street
Waterbury, Vermont 05671-2101
www.dps.state.vt.us

July 10, 2014

To whom it may concern:

In 1997 Vermont joined with Maine and New Hampshire in a partnership to share fingerprint data through a jointly financed and shared Automated Fingerprint Identification System. This collaboration is referred to as the Tri-State AFIS. The infrastructure was centrally located in Concord, NH while Maine and Vermont were satellite stations running off that backend.

The Tri-State AFIS had two main purposes: 1) to provide access by all three neighboring states to fingerprint data that may not be available through the federal resources and 2) to provide a more financially appealing and cost effective solution through overall system/maintenance cost reduction.

In 2006 the Tri-State AFIS system was in need of upgrade and the upgrade was accomplished with all three states continuing their participation.

In 2013 it became apparent that the AFIS system was coming again to its "end of life" and its adaptability to the current technological environment was limited and a total system replacement would be required.

A group of Tri-state representatives convened and reviewed several current options which included purchasing standalone systems as well as several Tri-state options.

All states concurred that the benefits and monetary savings of a Tri-State system were still viable and a new AFIS system that was collectively purchased by the three states would save each state a significant amount of money as well as continue to provide the data retrieval benefits that currently exist.

Based on these finding the State of Vermont continues to support the concept of a Tri-state collaboration for the funding and management of a Maine, New Hampshire and Vermont AFIS system and is willing to proceed in seeking funding, following State of Vermont procurement policies, for its portion of such a system upon concurrence by our partner states of Maine and New Hampshire that they will participate.

Your continued support in this endeavor is much appreciated.

Sincerely,

Francis (Paco) X. Aumand III
Deputy Commissioner





State of New Hampshire

DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner of Safety

Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305



Colonel Robert L. Quinn
Director

August 1, 2014

To Whom It May Concern:

In 1997 the states of Maine, Vermont, and New Hampshire formed a consortium, titled Tri-State AFIS, for the sole purpose of purchasing a shared Automated Fingerprint Identification System (AFIS) to capture, store and process criminal and applicant fingerprint images and related demographic data.

Without this corroborative effort, these states, individually, would not have the funding to purchase a stand-alone AFIS.

In 2006 the original Tri-State AFIS reached the end of its lifecycle, and a system refresh was in order. Discussions among the Tri-State consortium concluded that remaining as joint partners was still the most viable and cost effective position for each state.

In 2013 the Tri-State AFIS again reached its end-of-life cycle and in need of a technology refresh or system replacement in order to take advantage of improved technology and current federal initiatives.

Representatives of Tri-State AFIS have reviewed several options, from upgrading the current AFIS, or a total system replacement, to each state purchasing a stand-alone system.

Upon reviewing those options, Tri-State AFIS has concluded that sharing an Automated Fingerprint Identification System remains the most viable option for a substantial cost savings to each state, compared to seeking a stand-alone system. Tri-State remains committed to continuing as a consortium for the purpose of sharing fingerprint capture, search, and storage.

Each state's efforts in securing funding for an AFIS refresh is vitally important, as without complete and total joint participation, it is unlikely that New Hampshire will have the financial means to fund its own automated fingerprint identification system.

I thank you for your continued support in this effort.

Sincerely,

Captain William R. Haynes, Jr, Commander
Support Services Bureau

Jeffrey R. Kellett, Chief Administrator
Criminal Records Unit

Exhibit B

Payment Terms

The MorphoTrak, LLC AFIS Service Plan proposal offers a Ten (10) Year Lease with an accumulated cost to the State of New Hampshire of \$3,979,678.00. The terms of payment are in annual installments detailed below:

Description	Annual Service Fee for New Hampshire
Year 1 Payment *	\$347,150
Year 2 Payment *	\$357,564
Year 3 Payment *	\$368,291
Year 4 Payment *	\$379,339
Year 5 Payment *	\$390,720
Year 6 Payment *	\$402,441
Year 7 Payment *	\$414,514
Year 8 Payment *	\$426,950
Year 9 Payment *	\$439,758
Year 10 Payment *	\$452,951
TOTAL	\$3,979,678

**Payment is due on the 1st day of each payment year.*

The annual lease payments will be drawn from the state police Criminal Records Unit's operating budget, account #02-23-23-234010-40190000-500230 Department of Safety – Division of State Police – Criminal Records. The Criminal Records Unit budget is 100% fee funded.

Exhibit C

Special Provisions

1. MorphoTrak, LLC agrees to collaborate State IT resources to assist Licensee in maintaining a secure and workable environment.

- Workstations:

The workstations will arrive with the latest version of MacAfee, or similar product selected by the customer;

- MorphoTrak, LLC will insure compatibility with the most recent version of Java if used.
 - MorphoTrak, LLC agrees that software will be compatible with Internet Explorer 11 and Microsoft Edge; but Google Chrome is recommended.
 - MorphoTrak, LLC agrees that software will be compatible with Windows 7 and Windows 10 Operating Systems.
- MorphoTrak, LLC is currently installing 15 computer technology with approximately 8 GB of RAM running Windows 7 or 10. Customer may provide their own specific requirements or option vendor preferences.

2. **MorphoBIS Year 7 Technical Refresh** (Section 8 page 26 – software)

- The technical refresh includes the latest operational system technology (AFIS) within the same functional scope as installed initially.
 - The technical refresh would deliver the latest and greatest software available at that time, but if there existed new functionality integrated into the product that is not normally included in a MorphoBIS upgrade you would not receive it without additional cost (i.e. if an integrated DNA option is available, there would be an additional cost to have that capability enabled on your system).

3. **CJIS Security Policy Compliance**

- Shall be compliant with the maintenance plan ensuring CJIS Security Policy and maintain CJIS compliance for the term of this Contract and allowing for controls as necessary.



LETTER OF DELEGATION

As President and CEO of MorphoTrak, LLC., I, **Celeste THOMASSON**, empowered through the By-Laws of MorphoTrak, LLC., dated December 19, 2013; do hereby appoint the following person, as my Delegate and Signatory:


Florian HEBRAS, CFO & Vice President Finance of MorphoTrak, LLC.

According to Article V, Section 5 of the By-Laws, I, **Celeste THOMASSON**, do hereby delegate the below duties to this person:

Authority to enter a contract on behalf of MorphoTrak, LLC., with the Department of Safety Division of State Police, State of New Hampshire and further is authorized to execute any necessary documents related to this contract.

This Letter of Delegation is effective immediately and will continue until it self-terminates by withdrawal, obsolescence, or operation of law.

Signed on this 28th day of September, 2016.



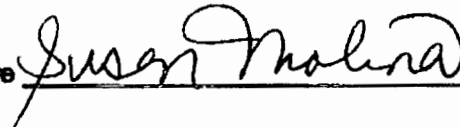
Celeste THOMASSON, President and CEO

State of California City of Anaheim }

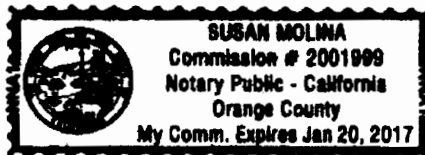
On September 28, 2016 before me, Celeste Thomasson, personally appeared and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within document and acknowledged to me that he/she executed the same in his/her authorized capacity and by that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature 

Notary Public Seal



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Morphotrak, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on May 26, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: Dallas.Certs@marsh.com Fax: 212-948-0519	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : HDI-Gerling America Insurance Company</td> <td>41343</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445	INSURER C : Liberty Insurance Corporation	42404	INSURER D : HDI-Gerling America Insurance Company	41343	INSURER E :		INSURER F :
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INSURER D : HDI-Gerling America Insurance Company	41343														
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: HOU-002495877-33	REVISION NUMBER: 3
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		TB2-641-438914-086	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		AS7-641-438914076	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			19086643	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA7-64D-438914-056 (AOS) WC7-641-438914-066 (WI)	07/01/2016 07/01/2016	07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ALL RISK PROPERTY CONTINUED ON ADDITIONAL PAGE			CPD12541-02	07/01/2015	12/01/2016	250,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FOR CONTRACTS: 001312-004, 001312-005, 001312-009, AND 001312-010

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY-DIVISION OF STATE POLICE ATTN: JEFF KELLET 33 HAZEN DRIVE CONCORD, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED MorphoTrak, LLC 5515 E. La Palma Avenue Anaheim, CA 92807	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROPERTY - PERILS:

All Risk of direct physical loss or damage to insured property on a replacement cost basis, subject to policy terms, conditions and exclusions.

Other Sublimits and Deductibles may apply as per policy terms and conditions.

PROPERTY - DEDUCTIBLE AND BUSINESS INTERRUPTION:

\$10,988 - Property Damage

\$1,099 - Goods Dedicated to Residential Use ONLY

\$3,296,340 - Business Interruption for Entity Snecma, Except SMA Locations

\$549,390 - Business Interruption for all other entities.