Exhibit A Project Description

<u>Summary</u>

The United States Department of Justice, Office of Community Oriented Policing Services ("COPS") awarded a Grant (Grant # 2002CKWX0132) under the U.S. Technology Grant Award program for the demonstration deployment of an Identification Based Information System ("IBIS") remote wireless fingerprint capture system to the Portland Police Bureau ("Portland PB").

Under the terms and conditions of the grant, the Portland Police Bureau, City of Portland will act as the agency responsible for disbursement of funds to Identix Incorporated, (formerly Visionics Corporation, Inc.), the sole provider of the necessary technology to implement a remote, wireless fingerprint system.

The Portland Police Bureau, City of Portland will receive, as a part of the demonstration project, hand-held devices and accompanying system infrastructure according to Exhibit D (Contract Deliverable Requirements List). Also included will be the necessary communication hardware and software, Cellular Data connectivity, and the applicable database integration to bridge the hand-held device to the central site. The demonstration project will encompass a twelve-month time period concluding February 28, 2004.

FY 2002 APPROPRIATION

The FY 2002 Appropriations Conference Report for Commerce, Justice, and State, the Judiciary, and Related Agencies, under the COPS Technology program includes a \$250K appropriation for remote fingerprint identification programs designated for the Portland Police Bureau. The Department of Justice is the designated federal agency for the administration of this appropriation.

OVERALL OBJECTIVE FOR FY 2002 APPROPRIATION

The overall objective of the FY 2002 Appropriation in Oregon will be to test the capability and capacity of the portable hand-held digital fingerprint and photo devices against the Western Identification Network ("WIN") regional Automated Fingerprint Identification System ("AFIS"). Impact on transaction speed and successful communication between the remote data terminal and central site will be benchmarked. This demonstration system will include deploying a demonstration IBIS system including ten (10) Remote Data Terminals and testing the capacity of the WIN Automated Fingerprint Information System (AFIS) database to respond to two finger identification requests.

Exhibit A Project Description

SPECIFIC OBJECTIVES FOR FY 2002 APPROPRIATION

 1.1 Install Central Site Equipment and deploy ten (10) Remote Data Terminals (RDT's)

Under the FY 2002 Appropriation Portland Police Bureau will receive Central Site hardware and software and ten (10) RDT3's.

• 1.2 Establish an interface with WIN for AFIS searches

An interface will be established with WIN to allow for receipt of WSQ compressed fingerprint images and any accompanying NIST Type 1 and 2 records, search either 1:1 or 1:n of the WIN AFIS database and a State Identification Number ("SID") return to the RDT. All "hit" responses will be routed back to the Portland PB Identification section for verification before being returned to the RDT.

All negotiations with WIN regarding access issues will be completed by Portland PB. RDT3 design customization for Portland PB will include limited demographic entry using a finger touch on-screen keyboard to enable 1:1 searches. If necessary, Portland PB will submit 1:n searches using a WIN recognized pre-filled name field. Impact of IBIS on the WIN system will be benchmarked.

A report summarizing results will be published.

Contractor Agreement

This statement of work will define functionality, responsibilities, acceptance criteria, and estimated delivery schedule from execution to completion of the Portland Police Bureau's ("Portland PB" or "PPB") Identification Based Information System ("IBIS") Demonstration Project.

The Identification Based Information System Demonstration Project will include (1) deploying a demonstration IBIS system including ten (10) Remote Data Terminals and (2) testing the capacity of the WIN Automated Fingerprint Information System (AFIS) database to respond to two finger verification/identification requests.

Identix Incorporated ("Identix" or "IDNX") will provide all of the equipment, firmware and software, tools, supplies, materials, incidentals, services, labor and supervision to perform Identix duties under this Contract. Such duties will include the delivery, installation, optimization, and testing of the Identix Identification Based Information System as described in the following paragraphs. Deliverables shall be as specified in Exhibit D, Contracts Deliverable Requirements List (CDRL). Completion criteria for each deliverable are specified in Exhibit G.

The responsibilities of the Agency are specified in the following paragraphs. Agency responsibilities outlined in the approved Detailed Design Documents will also be incorporated by the Agency.

IDNX and Agency specific responsibilities are detailed below.

Identix Incorporated Responsibilities

Identix Incorporated will provide the following functionality:

1.0 Installation of the Central Site Components

- 1.1 IBIS Central Site Server (two each) with the following minimum configuration: rack mount sever, 1 GHz PIII processor, 1 GB RAM, RAID controller, Version 3 (three 18 GB hot swap SCSI Ultra3 drives with one online spare yielding 36 Gigabyte effective), Windows 2000 Server (including most recently available Service Pack), 10/100 Ethernet interface, 17" monitor, two external serial interfaces, one external parallel interface, two external USB interfaces, Floppy/CD-ROM, and uninterruptible power supply. (Dell PowerEdge 2650 Or equivalent.)
- 1.2 IBIS software.
- 1.3 Install one IBIS Central Site Server and deliver one configured backup server.
- 1.4 Deliver one laptop for Portland Police Bureau remote access for IBIS problem analysis.

2.0 Develop an "Authentication Workstation" for PPB Operator verification

- 2.1 Develop a Detailed Design Document for an "Authentication Workstation" application to work in conjunction with the WIN AFIS interface that will allow Portland Police Bureau Identification staff to view and verify "hit" and "no-hit" transactions before results are returned to the IBIS RDT. Preliminary searches will require addition of a print server at PPB. This implementation will be defined during generation of the Detailed Design Document.
- 2.2 Develop and test the "Authentication Workstation" application.
- 2.3 Install the Authentication Workstation on the IBIS server as a web service and configure identified PPB workstations to access the application.

3.0 Establish an interface with WIN for AFIS searches

3.1 Develop a Detailed Design Document for interface between the IBIS System and WIN AFIS Database and WINPHO. Send fingers 1 and 2 as WSQ compressed fingerprint images and any accompanying NIST Type 2 data for either a 1:1 or 1:n search of the WIN AFIS database

Contractor Agreement

and on "hit" transactions transmit State Identification Numbers (SID's) returned by WIN to the Portland PB Identification Unit. This interface will be based on a "standard" TPIS submission and return using SMTP as the transmission protocol.

- 3.2 Integrate and test IBIS/WIN interface
- 3.3 Integrate and test WINPHO interface
- 3.4 Validation Testing with RDT2
- 3.5 Benchmark impact of IBIS on the WIN system

4.0 Deploy TEN (10) Remote Data Terminals (RDT3)

- 4.1 Deploy TEN (10) Remote Data Terminals (RDT3) including:
 - 4.1.1 Delivery of TEN (10) Remote Data Terminal Subsystems including:
 - 4.1.1.1 Integrate NIST/WSQ on RDTs
 - 4.1.1.2 Activation of cellular communications with 13 months service
 - 4.1.1.3 Onscreen keyboard for data entry
 - 4.1.1.4 Integration of "selectable" finger capture choices
 - 4.1.1.5 Capture and transmission of a voice clip as a NIST type 16 record
 - 4.1.1.6 One User Manual for every Remote Data Terminal.
 - 4.1.2 Integration, test and demonstration of RDT3 functionality.

5.0 Provide RDT operator training sessions

5.1 Provide one 8 hour training session (System Manager/Train the Trainer) on RDT3s for the Portland Police Bureau.

6.0 Twelve (12) month maintenance or service contracts for:

- 6.1 IDNX will provide 24 x 7 support for the IBIS server hardware and software.
- 6.2 IDNX will provide 9 x 5 support for RDTs.

7.0 Project Management

7.1 IDNX Project Management

IDNX will provide project management for the Portland Police Bureau's Identification Based Information System.

Contractor Agreement

This activity will include management of system installation and test, customer interface, and project reporting. A monthly status meeting will be conducted with PPB management to report status against the contract.

8.0 **PPB Responsibilities**

The agency will be responsible for the following as they relate to the PPB installation:

- 8.1 Provide project management for their agency.
- 8.2 Negotiate with WIN regarding AFIS access issues.
- 8.3 Provide all IP addresses and hetwork drops for systems being connected via a network.
- 8.4 Portland PB will provide and set-up a training room and IBIS System training mutually with Identix, Inc., and the agency's staff to support training.
- 8.5 Portland PB will provide remote access for Identix to the IBIS server to facilitate reporting and trouble analysis.

9.0 Acceptance Test Criteria

Identix Incorporated will provide the Portland Police Bureau with Acceptance Test Plans as listed in Exhibit G. Performance of these tests will demonstrate all functions of the IBIS System prior to system acceptance. Identified deficiencies will be corrected at no-charge to the agency prior to system acceptance.

10.0 Estimated Delivery Schedule

The delivery schedule will be finalized based on contract negotiations and/or Identix Incorporated's standard delivery schedule estimates. The project plan including delivery is described in Exhibit C.

11.0 Professional Services

If functionality or features other than those previously listed are part of the agency requirements, professional services required will be identified, requested, documented, priced and submitted to Portland Police Bureau as a separate proposal.

12.0 **Propagation Study**

No propagation studies are included in this contract. If the agency requires a propagation study to be conducted, Identix, Inc. can contract or provide this service to assist the agency in signal coverage verification or infrastructure needs analysis for an additional fee.

Contractor Agreement

Exhibit C Schedules

All schedules are shown with major scale as Months After Receipt of Order, minor scale in Weeks After Receipt of Order.

All tasks are referenced to Contracts Deliverable Requirements List (CDRL) and Statement of Work (SOW) Work Breakdown Structure (WBS).

Schedules are shown only through system acceptance. Project management, cellular services and maintenance extend for 12 months after acceptance test.

Contractor Agreement

Đ	0	WBS	Task Name	Duration	Start	Finish	ry 1	Ma	arch 1	April 1		May 1	June 1	July 1	August 1	September	1 October 1	Novembe	r 1 Dece
1	1	0	Contract	0 days	Fri 3/21/03	Fri 3/21/03	<u> <u>vv-2</u></u>		₩3	<u>wn⊃ W/</u> M	<u>(] W9</u>	[W11]V	<u>v13 W15 V</u>	<u>/17 W19 W</u>	21 W23 W25	W27 W29	W31 W33 1	N35 W37	W39 W
2	8	0.1	Final Contract Approval	0 days	Fri 3/21/03	Fri 3/21/03			∲ _3/2	ท									
3	+	1.0	Central Site Server	30 days	Mon 3/3/03	Fri 4/11/03	1	┝┥						•					
4		1.1	IBIS Server (2 each)	15 days	Mon 3/3/03	Fri 3/21/03				•									
5	+	1.2	IBIS Software	10 days	Mon 3/24/03	Fri 4/4/03				L									
6		1.3	Install iBIS Central Site Server	5 days	Mon 4/7/03	Fri 4/11/03						-	***						
7	<u> </u>	1.4	Deliver IBIS remote service laptop	2 days	Fri 3/21/03	Mon 3/24/03			∎										
8		2.0	Authentication Workstation	75 days	Mon 3/17/03	Mon 6/30/03													
9		2.1	Detail Design Authentication Workstation	35 days	Mon 3/17/03	Fri 5/2/03													
10	<u> </u>	2.2	Integration and Test Authentication Work	35 days	Mon 5/5/03	Mon 6/23/03													*****
11		2.3	Install Authentication Workstation	5 days	Tue 6/24/03	Mon 6/30/03]						
12	╂────	3.0	WIN AFIS Interface	172 days	Mon 3/3/03	Fri 10/31/03													
13		3.1		20 days	Mon 3/3/03	Fri 3/28/03												P	
14		3.2	-	20 days	Mon 4/14/03	Fri 5/9/03		F		L_									
15		3.3		15 days	Mon 5/12/03	Mon 6/2/03					1.	1							
16		3.4									,		h						
			•	60 days	Fri 8/8/03	Fri 10/31/03													
17			Remote Data Terminals	180 days	Fri 3/21/03	Thu 12/4/03										L			
18		4.1.1	Deliver RDT3 (2 Beta)	10 days	Tue 6/3/03	Mon 6/16/03													
19		4.1.1a	Deliver RDT3 (2 Production)	5 days	Tue 6/17/03	Mon 6/23/03													
20		4.1.1b	Deliver RDT3 (2 Production)	5 days	Tue 6/24/03	Mon 6/30/03								h					
21		4.1.1c	Deliver RDT3 (2 Production)	5 days	Tue 7/1/03	Tue 7/8/03													
22		4.1.1d	Deliver RDT3 (2 Production)	5 days	Wed 7/9/03	Tue 7/15/03													
23		4.1.1e	Deliver RDT3 (2 Production/Replace Beta	5 days	Wed 7/16/03	Tue 7/22/03								İ					
24		4.1.1.1	Integrate NIST/WSQ	5 days	Tue 5/27/03	Tue 6/3/03							H I						
25		4.1.1.2	Install/Activate cellular	10 days	Mon 5/19/03	Tue 6/3/03							k						
26		4.1.1.3	Integrate on screen keyboard	20 days	Mon 5/19/03	Tue 6/17/03			1										
27		4.1.1.4	Integrate "selectable" finger choices	10 days	Tue 6/3/03	Tue 6/17/03													
28		4.1.1.5	Integrate Voice Capture as "Type 16"	180 days	Fri 3/21/03	Thu 12/4/03													
29		4.1.1.6	Deliver User's Manuals	1 day	Wed 7/23/03	Wed 7/23/03								ť			1		
30		4.1.2	Integrate and test 10 RDT3 units	10 days	Thu 7/24/03	Wed 8/6/03													
31		5.0	IBIS Training	1 day	Thu 8/7/03	Thu 8/7/03													
32		6.1	IBIS Training	1 day	Thu 8/7/03	Thu 8/7/03		********							–				
33			System Acceptance	0 days	Thu 8/7/03	Thu 8/7/03						******			<u>h</u>				
34			Final System Acceptance	0 days	Thu 8/7/03	Thu 8/7/03									8 /7				
	<u> </u>		- • · · · · · · · · · · · · · · · · · ·												\$ 8/7				

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Exhibit D Contract Deliverable Requirements

CDRL	SOW	Deliverable		Delivery	Amount
	Para.	Component/Service	Criteria	Туре	(Dollars)
1	1.1	IBIS Central Site Server			
2	1.2	Central Site Server Software	Test G2	Integration	· · · · · · · · · · · · · · · · · · ·
3	1.3	Deliver IBIS Central Site Server (two each)	Delivery	Hardware	\$24,060
4	1.4	Deliver IBIS remote service laptop	Delivery	Hardware	\$3,500
5	2.1	Detail Design Document Authentication Workstation	Signature	Document	\$5,500
6	2.2	Integration and Test Authentication Workstation	Test G3	Integration	\$5,500
7	2.3	Install Authentication Workstation	Test G3	Integration	\$2,220
8	3.1	Detail Design Document IBIS/WIN and WINPHO Interface	Signature	Document	\$8,000
9	3.2	Integration and Test IBIS/WIN Interface	Test TG3	Integration	\$3,680
	3.3	Integration and Test WINPHO Interface	Test TG3	Integration	\$3,680
10	3.4	Validation Testing with RDT2	Test G1	Integration	\$20,000
11	3.5	Benchmark IBIS impact on WIN AFIS	Test TBD	Integration	
12	4.1.1	Deliver 10 RDT3 Units	Delivery	Hardware	\$70,000
13	4.1.1.1	Integrate NIST/WSQ on RDTs	Test G1	Integration	\$10,000
14	4.1.1.2	Cellular installation: Activation of 10 lines plus 13 months service.	Monthly	1 Time	\$6,950
15	4.1.1.3	Integrate Onscreen keyboard	Test G1	Integration	
16	4.1.1.4	Integrate slectable finger capture choices	Test G1	Integration	
17	4.1.1.5	Integrate capture and transmission of type 16	Test G1	Integration	· · · · · · · · · · · · · · · · · · ·
18	4.1.1.6	User's Manuals	Delivery	Document	· · · ·
19	4.1.2	Integrate and test 10 RDT3 units	Test G1	Integration	\$40,553
20	5.1	IBIS Training	Per Sched	Class	\$2,850
21	6.1	Twelve month service contract: IBIS Central Site Server	Warranty	1 Time	
22	6.2	Twelve month service contract: IBIS RDT	Warranty	1 Time	
23	7.1	IDNX program management	SOW 3.2 Signoff	Mgmt	\$4,500
		IDNX program management	SOW 5.1 signoff	Mgmt	\$4,500
		IDNX program management	Summary of Findings	Mgmt ^a	\$4,500
		IDNX program management	Contract End	Mgmt	\$3,500
		Total	1		\$223,493

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EXHIBIT E **UNIT PRICE LIST**

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Model No.	Product Description	Base Price
7000 ¹	IBIS/RDT3 Remote ID Unit	\$7,000
7013	WSQ Option	\$1,000
7090	System and unit installation and test	\$19,700
7080	Training System Administration and Train the Trainer	\$2,850
7520 ²	IBIS Server Hardware** and OS	\$12,030
7003	IBIS Server Level II Software	\$42,053
7551 ³	Cellular line activation***	\$45
7552 ⁴	Cellular monthly***	\$49

Note 1: Per unit annual maintenance (second year) = \$1,380. Note 2: Server annual maintenance (second year) = \$8,700. Note 3: Estimated cost.

Note 4: Estimated cost.

(End of Exhibit E – rest of page intentionally left blank.)

Contractor Agreement

Identification Based Information System E-1

Exhibit F LICENSING, WARRANTY, AND TRAINING

EXHIBIT F1 SOFTWARE LICENSE AGREEMENTS

This Software License Agreement is made by and between the Portland Police Bureau, City of Portland hereinafter referred to as "Portland PB" and Identix Incorporated, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 5600 Rowland Road, Minnetonka, MN 55343 hereinafter referred to as "IDNX". Portland PB is herein referred to individually as "Licensee."

Background

- A. IDNX and the Licensee have entered into an Identification Based Information System (IBIS) Project Contract of even date (the "Contract"), under which IDNX will be providing equipment (the "Equipment") and services for the IBIS remote wireless fingerprint capture system (the "System").
- B. IDNX will also be providing certain software (the "Software") for use in connection with the System. Some of the Software will be embedded in the Equipment and other Software will be separately supplied for use with the Equipment.
- C. The Software falls into three categories:
 - 1. "IDNX Software" Software owned by IDNX,
 - 2. "Sublicensed Software" Third-party Software licensed by IDNX with the right to grant sublicenses, and
 - 3. "Procured Software" Third-party Software for which IDNX has no right to grant sublicenses, but for which licenses are commercially available.
- D. The parties wish to define the basis on which the Licensee may use the Software.

Terms of Agreement

For good, valuable and sufficient consideration, the parties hereby agree as follows:

- 1. Grant of License.
 - a. For as long as Licensee is not in breach of any of its obligations under this License Agreement or the Contract
 - (1) IDNX grants to licensee a perpetual, irrevocable, limited, royalty-free license to use the IDNX Software and the Sublicensed Software for use solely in connection with the use of the Equipment.
 - (2) Each Licensee will have the limited right to grant to other governmental units identified in the Contract as participating agencies a limited, royalty-free sublicense under the IDNX Software and the Sublicensed Software for use solely in connection with the use of the Equipment. Such sublicenses will be

Contractor Agreement

EXHIBIT F1 SOFTWARE LICENSE AGREEMENTS

Exhibit F

subject to the same duties, limitations, and restrictions contained in this Software License Agreement.

b. Licensee will have no rights beyond those specifically stated herein, and none shall be implied.

2. Procured Software.

- a. For Procured Software required for the use of the Equipment, IDNX will obtain a license for the use by Licensee of such Software in connection with the use of the Equipment.
- b. Such licenses will be subject to all of the terms and conditions of the third-party licensor.

3. Limitations of use.

- a. Licensee may not copy, modify, adapt, merge with other software, reverse engineer, prepare derivative works of, or disassemble any Software for any reason except to make copies for backup purposes.
- b. Licensee will reproduce all Software copyright and trademark notices on Software duplicated for backup purposes.

4. Title and Ownership.

- a. Title to the IDNX Software, and all intellectual property rights therein, will remain in IDNX.
- b. Title to all Sublicensed Software, and all intellectual property rights therein, will remain in the third- party owner thereof.
- c. Nothing herein will transfer any ownership of any Software to the Licensee. It is expressly acknowledged that no part of the Software will be considered to be a "work for hire" and that the Licensee will not have any claim of any ownership to any of the Software.

5. Warranties.

The Software is provided subject to the limited Software Warranty set out in the attached Exhibit F-2.

6. Indemnities.

To the fullest extent permitted by law, IDNX shall, subject to the provisions of Section 26 of this agreement, Limitations of Liability, indemnify, defend and hold harmless Licensee and Licensee's officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from:

a. infringement of intellectual property as set forth in the indemnities contained in Section 30 of the Contract; or

Contractor Agreement

EXHIBIT F1 SOFTWARE LICENSE AGREEMENTS

Exhibit F

b. any act of negligence or willful misconduct by IDNX or any of its agents, employees or subcontractors including but not limited to liability caused by an accident or occurrence resulting in bodily injury, death, sickness or disease to any person or damage or destruction to any property, real or personal; or

c. any request or claim for disclosure of information, as set forth in Section 32 of the Contract; or

d. any claims by any persons or entities supplying labor or material to IDNX in connection with performance of obligations under this Contract and License Agreement.

7. Maintenance and Support.

The maintenance and support provided is set out in Section 55 and 56 of the Contract.

8. General.

The provisions of the Contract respecting governing law, resolution of disputes, notices, and limitations of liability will apply to this License Agreement.

- a. The existence of a copyright notice on IDNX Software will not be construed as an admission or presumption that public disclosure of IDNX Software or any trade secrets association with IDNX Software has occurred.
- b. No waiver of a right or remedy of a party will constitute a waiver of another right or remedy of that party.
- c. Any assignment of IDNX rights under this Software License Agreement shall not release IDNX of its responsibilities under this Software License Agreement and will not impair Licensee's rights or quiet use and enjoyment of the Software under this Agreement.
- d. This Software License Agreement and the Identification Based Information System Contract contain the parties' entire agreement regarding Licensee's use of IDNX Software and applicable terms in the Contract may be amended only in writing signed by both parties.

(End of Exhibit F1 – rest of page intentionally left blank.)

Contractor Agreement

EXHIBIT F2 SYSTEM WARRANTY

- *Warranty Period.* The "Warranty Period" applicable to equipment and software provided by Contractor under the Contract will be twelve (12) months from the date of Final System Acceptance by the Portland Police Bureau, City of Portland for products provided to the Portland Police Bureau.
- *For Equipment*: Contractor warrants to the participating agency that, during the Warranty Period, all equipment furnished under the Contract to such agency will conform to the Contract specifications (as set out in the Statement of Work, Exhibit B) and be free from defects in material and workmanship.
- *For Software*: Contractor warrants to the participating agency that, during the Warranty Period, all software furnished under the Contract to such agency will conform in all material respects to the Contract specifications, but does not warrant that the software will be error free.
- *For Services*: Contractor warrants to the participating agency that, during the Warranty Period, all services furnished under the Contract to such agency will be provided in a workmanlike manner and will conform in all material respects to the Contract specifications.

Exclusive Remedies.

- For Equipment and Software: As the exclusive remedy available to the affected participating agency (or any other party) and Contractor's sole liability for breach of the foregoing warranties for equipment or software, Contractor shall at its option, either (a) correct the deficiency so that the affected product complies with the foregoing warranties or (b) replace the defective product.
- *For Services*: As the exclusive remedy available to the affected participating agency (or any other party) and Contractor's sole liability for breach of the foregoing warranties for services, Contractor shall provide conforming replacement services.
- *Impracticality Exception*. In any event, if Contractor is unable to achieve such correction or replacement remedy after good-faith efforts, Contractor may instead request the return of the affected portion of the system and provide the participating agency with a refund of amounts previously paid therefore.
- **Repair Warranty.** Contractor warrants to the participating agency that all equipment repair services provided to such agency will be free from defects in workmanship for a period of ninety (90) days after repair, and that all software corrected under the above warranty will comply with the above warranty following the correction. The above product warranty will remain in effect for products repaired by Contractor during the applicable Warranty Period. The repair warranty only covers the items repaired.

Contractor Agreement

EXHIBIT F2 SYSTEM WARRANTY

- *Warranty Claims.* All warranty claims will be subject to verification by Contractor and to the terms of Contractor's standard repair service procedures. Unless otherwise directed by Contractor, products returned for warranty verification shall be shipped prepaid and insured and shall be accompanied by a detailed description of the alleged defect. If the claimed defect or non-conformity is verified, Contractor will, at its expense, provide a remedy as stated above. If inspection by Contractor of the product(s) does not disclose any defect or non-conformance, any repairs made by Contractor will be subject to a reasonable charge for parts, labor, and transportation. All replaced parts shall become property of Contractor.
- *Exclusions.* The above warranties do not cover and Contractor shall not be liable for any conditions caused by misuse, faulty installation, misapplication, normal wear and tear, extreme environmental conditions, chemical attack, lack of compliance with applicable instructions, inadequate or improper maintenance, negligence, accident, tampering, or substitution of inferior quality component parts. Nor shall Contractor be liable for conditions attributable to the incompatibility, improper design, manufacture, installation, operation or maintenance of products, structures, accessories, equipment or materials not supplied by Contractor. All batteries are specifically excluded from all warranty provisions.
- **Exclusive Warranties.** The foregoing warranties are the only warranties made by Contractor to the participating agency (or any other party). CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING. No person, agent, or representative, other than an officer of Contractor, is authorized to give any additional warranty on behalf of Contractor.
- *Limitations and Disclaimers.* The above remedies are the only remedies available to the participating agency (or any other party) for breach of warranty. Limitations of Liability are set out in Section 27 of the contract.
- **Third Party Warranties.** To the extent permitted by warranties of third parties applicable to equipment or services furnished by Contractor hereunder, Contractor will pass through such third party warranties for the benefit of the participating agency and will, during the Warranty Period, endeavor to facilitate claims made under such warranties.

(End of Exhibit F2 – rest of page intentionally left blank.)

Contractor Agreement

One training course will be offered with this system installation: A system Administration / Train the Trainer course for users of the device and/or system. A description of the course follows.

System Administration / Train the Trainer Training

Objective-

This course is designed for the users who will administer the system and train the end users of the RDT units. The purpose of this course is to provide the trainers with understanding of unit start up, unit shut down, log on, operation of the device, screens, user interface, and system components.

Prerequisites-

Users should have knowledge of the functioning of the WIN AFIS system and associated data interfaces.

Description-

This course is designed as lecture and demonstration. A maximum of four individuals are trained each class session. The training lasts for approximately 8 hours.

Goals-

The attendees will be instructed in accessing the IBIS functions on the RDT, log on, log off, screen familiarization, operation of the user interface, general system operation, general device operation, general system expectations, and management reporting capabilities. The user will be trained on the purpose of the System and the known risks and limitations of the System.

(End of Exhibit F3 – rest of page intentionally left blank.)

Contractor Agreement

Acceptance tests are defined for three functional areas.

- G-1: Identix RDT functionality to IBIS Server
- G-2: Identix IBIS Server to AFIS interface
- G-3: Authentication Workstation functionality

Wireless communication links will be tested using the functionality demonstrations listed above.

Draft acceptance tests for functions G-1 and G-2 are included in this exhibit. Final acceptance test documents will be produced when product and interface specifications are complete.

G-1

IBIS Remote Data Terminal Evaluation and Test Acceptance Form G-1

Agency:	
Date:	

RDT S/N: _____

The following form defines the functionality to be demonstrated for system test and acceptance of the Identix Remote Data Terminal. Upon successful completion of the following tests, this signed document will indicate acceptance by the customer of the Identix Incorporated provided hardware and software for the Remote Data Terminal.

FUNCTION	PASS	FAIL	COMMENTS
Configuration Files			
RDT			Record TCP/IP addresses.
Server			Record TCP/IP addresses.
RDT Startup Screen			
Next Operation Screen		· · ·	
Process identity search			
View returning information			
Edit transaction			
View system information			
View transaction status			
Return to login			
Capture Choice Screen			
ID 2 fingers & mug shot			
Return to previous screen			
Fingerprint Capture			
Successful fingerprint capture			
Photo Capture			
Successful mug shot capture			
Transaction Processing			· ·
RDT to Server			
Server to RDT			
Transaction status screen			
Date and Time Function			
Sync to Server			Tardis
Low Battery indicator			
Demonstrate loss of battery			
RF Detect			
Demonstrate loss of RF			
RDT TCP/IP Address		····	
Record TCP/IP address			
Log Off			
Test log off			

Identix Incorporated Representative

Agency Representative

Contractor Agreement G-2

IBIS Server Evaluation and Test Acceptance Form G-2

Agency: _____ Date: _____

The following form defines the requirements for system test and acceptance of the Identix IBIS Server. Upon successful completion of the following tests, this signed document will indicate acceptance by the customer of the Identix Incorporated provided hardware and software for the Remote Data Terminal.

FUNCTION	PASS	FAIL	COMMENTS
Configuration Files			
IBIS Server			Record TCP/IP address.
Logon Server			
Boot Screen			
Transaction Processing			
RDT to Server			
Server to AFIS			
Query to Communication			
Server for Name/DOB			
Server to RDT			
Transaction Status Log			
Timing for all transactions		· .	
End To End ID Request			
Known fingerprint search			
Expected Results			
Transmit known name/DOB			
Transmit No Hit Status			
Log Files			
Transaction Status Screens			
Dial-Up Modem			
Test access			
Log Off			
Test log off			

Identix Incorporated Representative

Agency Representative

Contractor Agreement G-3

Portland Police Bureau Authentication Workstation Evaluation and Test Acceptance Form G-3

This acceptance test plan will be developed after detailed design of the interface has been completed.

Contractor Agreement

G-4

EXHIBIT H Major Subcontractor

The following constitute major subcontractors for the Identification Based Information System Project.

Major Subcontractors: Portland Police Bureau
Dell Computer Corporation
Round Rock, TX 78682
Western Identification Network, Inc.
Sacramento, CA 95827.
Wireless Carrier (TBD)

Notes:

1. Change Orders to the Contract that impact subcontractor statement of work will also update Exhibit H appropriately.

Contractor Agreement

H -1 Project Identification Based Information System