MASTER PRODUCT AGREEMENT No.

Initial Order Description

Identix Incorporated a United States based corporation with corporate headquarters located at 5600 Rowland Road, Minnetonka, Minnesota authorized to do business in the State of Texas. ("SELLER") agrees to supply equipment ("Machines") and software ("Programs") to the City of College Station, a Texas home-rule municipal corporation ("Purchaser") and to make available the manufacturer's System Maintenance services ("Maintenance Services") to Purchaser under the terms of this Agreement. Collectively, Machines and Programs are referred to as "Products"

The Products and Maintenance Services to be provided to Purchaser are specified in the initial product schedule below and in Exhibits 1 and 2. The parties may enter into new product schedules from time to time which shall be governed by this Agreement, provided all such product schedules shall be in writing, shall be signed by both parties, shall be sequentially numbered (Product Schedule A-1, A-2, A-3, etc.), and shall reference this Agreement. Alternatively, Purchaser may provide SELLER with a purchase order for additional Products or Maintenance Services, which is in Purchaser's standard form. However, Purchaser acknowledges and agrees that, notwithstanding anything in Purchaser's standard form purchase order to the contrary, the Additional Terms of this Agreement will govern all additional orders of Products or Maintenance Services reflected on product schedules or purchase orders SELLER accepts from Purchaser after the date hereof. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

The original contract price may not be increased by more than ***twenty-five percent (25%)*** Written change orders that do not exceed ***twenty-five percent (25%)*** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Twenty-five Thousand Dollars *($25,000.00)***. Changes in excess of ***Twenty-five Thousand Dollars ($25,000.00)*** must be approved by the City Council prior to commencement of the services, work or delivery of equipment. **Any change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealing between the parties, nor implied acceptance of additional Work or changes to the Contract shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Seller in connection with any additional work, services or equipment shall be included in any change order and Seller's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

The price for all Products is shown below. PURCHASER agrees to pay the total price of all Products and shipping charges not to exceed the amount herein specified Maintenance Services Terms and Conditions for each product are contained in Exhibits 1 and 2 respectively.

INITIAL PRODUCT SCHEDULE

	TP3800XCH Criminal Booking Station with Mugshot			
Machine/Program	**Description**	**Quantity**	**Unit Price**	**Amount**
TP 3800XCH	TouchPrint Upgradable LiveScan Booking Station with integrated Full Hand Scanning FBI Appendix F Full Hand. Includes: Appliance, Cabinet, PC running Win XP Software, Slap-to-Roll Matching and 29.5" hand deck	1	$33,000	$33,000
TP-CSTX-FB270H	FBI Hand Card Customization (printer output only, no transmit)	1	$204	$204
TP-CSTX-TX201	Texas State Customization and Validation Set	1	$0	$0
TP-COMX-AFIX	AFIX Tracker AFIS Protocol Support	1	$0	$0
TP-COMX-PRINTRK	Transport Deamon to Send NIST Record to Dynamic Imaging	1	$0	$0
TP-HWOX-FOTOSYS	Integrated Photo Capture System, Includes software, camera, lights and backdrop adhering to NIST best practices	1	$9,346	$9,346
HWOX-FOTOSYS-W95	9/5 Warranty Upgrade for Integrated Photo Capture	1	$350	$350
TP-XFOTO-IMREP1	Image Repository; Includes: Repository Software, Oracle Database, server, and back up software	1	$14,386	$14,386
TP-XFOTO-INVSW1	Investigative Software with 5 seat licenses + PhotoPlus Application	1	$12,700	$12,700
TP-PRT-SW	TouchPrint Appendix F Printer Software	1	$0	$0
PRT-SW-W95	9/5 Warranty Upgrade for Printer Software	1	$0	$0
TP-PRT-DUP	TouchPrint Duplex Fingerprint Card Printer	1	$2,380	$2,380
TP-DUP-W95	9/5 Warranty Upgrade for Duplex Printer	1	$158	$158

TP-PRT-MEM	TouchPrint Printer Memory Upgrade	1	$85	$85
TP-IAT-2DAY	Installation and Training, Two Day	1	$2,700	$2,700
TP-IAT-ADDLDAY	Additional Day of Installation and/or Training	4	$1,530	$6,120

Sub-Total Price for Extended Quantity System Configuration:	$81,429
Freight FOB Minnetonka, MN	$550
Total for Extended for Extended Quantity System Configuration, Including Freight	$81,979

	TP3100XD Desktop Livescan System			
Machine/Program	**Description**	**Quantity**	**Unit Price**	**Amount**
TP 3100XD	TouchPrint Desktop Livescan System; Includes. Stylized Appliance, Application Software with Slap-to-Roll Matching, & Desktop PC running Win XP	1	$9,860	$9,860
3100XD-W95	9/5 Warranty Upgrade for TP3100XD Desktop Livescan	1	$400	$400
TP-COMX-AFIX	AFIX Tracker Protocol Support	1	$750	$750
TP-CSTX-TX201	Texas State Customization and Validation Set	1	$375	$375
TP-PRT-SW	TouchPrint Appendix F Printer Software	1	$0	$0
PRT-SW-W95	9/5 Warranty Upgrade for Printer Software	1	$0	$0
TP-PRT-SMP	TouchPrint Simplex Fingerprint Card Printer	1	$1,700	$1,700
PRT-SMP-W95	9/5 Warranty Upgrade for Simplex Printer	1	$63	$63
TP-IAT-1DAY	Installation and Training; One Day	1	$2,125	$2,125

Sub-Total Price for Extended Quantity System Configuration:	$15,273
Freight FOB Minnetonka, MN	$150
Total for Extended for Extended Quantity System Configuration - Including Freight	$15,423

Total Price for Extended Quantity System Configuration - TP3800XCH	$81,979
Total for Extended for Extended Quantity System Configuration - TP3100XD	$15,423
Total	**$97,402**

"Documentation" means all specifications, manuals, drawings, and other media and materials other than Equipment and Software

Warranty
Seller represents and warrants that (1) the Hardware and the Licensed Software identified herein constitute all the applications or systems software or interfaces required by City to operate the Licensed Software; (2) the Licensed Software, as delivered to City hereunder, shall operate on or with the Hardware identified ; (3) the Licensed Software, as delivered to City hereunder shall meet the specifications, and documentation without the need for customization or modification, or the delivery of any additional Services, (4) the Licensed Software shall be compatible with City's existing data files, business information, and systems, such that significant additional applications or systems software or interfaces shall not be required to be produced or procured in order to complete the implementation of the Licensed Software; (5) and the Licensed Software shall be free of any defect in material of the media in which the Licensed Software is delivered, specified or provided by Licensor

This Master Product Agreement, including the Additional Terms and Exhibits, form the complete Agreement (the "Agreement") regarding these Products and Maintenance Agreements and replace and supercede any prior oral or written communication between us, including, without limitation, any purchase order that Purchaser issues for these Products or Maintenance Agreements The priority of documents shall be as follows:

(1) This signed Agreement
(2) Addendum to this Agreement
(3) System specifications
(4) City's Request for Proposal

(5) Contractor's Response to City's Request for Proposal

Both Seller and Purchaser agree to the following modification to document (5) above, Contractor's Response to City's Request for Proposal:

(1) On page 1, Tab A, "Qualifications and Experience" Seller states that the Mugshot Database consists of an "Oracle Database with Repository Software". Change this specification to read, "Sequel Server Database with Repository Software".

By signing below, the parties agree to these terms.

Agreed to
IDENTIX INCORPORATED

BY: _____
Printed Name: GREG BARMORE
Title: V.P. SALES
Date: 5/23/05

Agreed to:
CITY OF COLLEGE STATION

BY: _____
Ron Silvia, Mayor

Date: _____

ATTEST:

_____
Connie Hooks, City Secretary
Date: _____

APPROVED:

_____
Thomas E. Brymer, City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Jeff Kersten, Finance & Strategic Planning Director
Date: _____

STATE OF MINNESOTA)
) ACKNOWLEDGMENT
COUNTY OF Hennepin)

This instrument was acknowledged before me on the 23RD day of May, 2005 by Greg Dalmore in his/her capacity as Vice Pres. Sales of Identix Incorporated, a corporation, on behalf of said corporation.

Lynn M. Olstad
Notary Public in and for
the State of Minnesota

LYNN MARIE OLSTAD
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2008

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the ___ day of _____, 200___, by _____, in his capacity as _____ of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public in and for
the State of Texas