

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JANUARY 30, 2018

12TH DAY JANUARY REGULAR

The Adair County Commission convened at 8:30 a.m. on January 30, 2018 in the Courthouse at Kirksville. Presiding Commissioner Pickens and Commissioner King were present. Commissioner Thompson was out of town attending a funeral.

At 1:30 p.m., Commissioner King moved to approve the service agreement with MorphoTrak, LLC for the purchase of a new finger printing machine. Presiding Commissioner Pickens seconded the motion. Both voted in favor of the motion. The total cost of the contract is \$23,712 which will be paid for over a five year period.

The Adair County Commission adjourned at 4:00 p.m. on January 30, 2018.

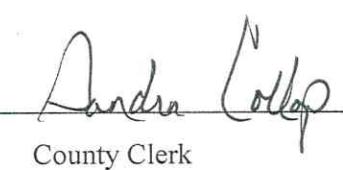
Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, January 30, 2018:

Glen Balliew – Hazel Creek Causeway

IN REF. ORDER NO 14 Service Agreement with MorphoTrak, LLC

<p>SAFRAN MorphoTrak</p> <p>SERVICE AGREEMENT</p> <p>MorphoTrak, LLC ("MorphoTrak"), a Delaware limited liability corporation, having a principal place of business at 5515 E. 150th Street, Suite 100, Anaheim, CA 92805, and Adair County Sheriff's Office, "Customer", a public entity consisting of one or more persons having the title of Sheriff at 215 N. Franklin St., Kirksville, MO 63501, have entered into this Service Agreement ("Agreement"), pursuant to which Customer will purchase and MorphoTrak will sell the services as described below and in the attached exhibits. MorphoTrak and Customer may be referred to individually as "party" and collectively as "parties".</p> <p>For good and valuable consideration, the parties agree as follows.</p> <p>Section 1. DEFINITIONS</p> <p>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, unless there is any inconsistency between the Exhibits will be resolved in the order in which they are listed below:</p> <p>Exhibit A - "Description of Covered Products" Exhibit B - "Statement of Work" Exhibit C - "Payment Schedule" Exhibit D - "Software License Agreement"</p> <p>Section 2. DEFINITIONS</p> <p>"Contract Price" means the price for the Services, exclusive of any applicable sales or similar taxes and freight charges.</p> <p>"Default" means failure by either party to perform a material obligation under this Agreement.</p> <p>"Effective Date" means the date upon which the last party to sign this Agreement has executed it.</p> <p>"Equipment" means the physical hardware supplied by MorphoTrak as outlined in the attached Description of Covered Products, and any related goods or material used by the MorphoTrak to provide the Services.</p> <p>"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.</p> <p>"MorphoTrak" means MorphoTrak, LLC.</p> <p>"MorphoTrak Software" means Software that MorphoTrak owns. The term includes Product Releases, Standard Revisions, and Supplemental Releases.</p> <p>"Non-MorphoTrak Software" means Software that a party other than MorphoTrak owns.</p> <p>"Operational Use" means when Customer first uses the System to perform functions as outlined in the attached Statement of Work.</p> <p>"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Services.</p> <p><small>MorphoTrak Service Agreement Page 1 of 29</small></p>	<p>"Patch" means a specific change to the Software that does not require a Release.</p> <p>"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.</p> <p>"Product(s)" means the Equipment (if applicable) as indicated in the Description of Covered Products and Software provided by MorphoTrak.</p> <p>"Proprietary Rights" means the patents, patent applications, trademarks, copyrights, trade secrets, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or proposed by MorphoTrak under this Agreement and any corrections, bug fix, enhancement, update or modifications to or derivative works from the Software whether made by MorphoTrak or another party.</p> <p>"Release" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Revisions," "Standard Revisions," or "Major Revisions." A "Supplemental Revision" is defined as a minor release of MorphoTrak Software that contains one or more 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 Revision 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 Revision" 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, and/or system transitions. Standard Revisions are identified as "Standard Releases" and 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 the previous version of the Software. 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.</p> <p>"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.</p> <p>"Services" means those services described in the Statement of Work and provided under this Agreement.</p> <p>"Software" means the premises where Products are delivered and/or installed, or where the Services are performed, not including MorphoTrak's premises from which it performs remote Services.</p> <p>"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.</p> <p>"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.</p> <p>"Start Date" means the date on which the term of this Agreement begins an Effective Date. This is the date when Services commence and Service Fees are due.</p> <p>"System" means the Products and Services provided by MorphoTrak as a system as more fully described in the Statement of Work.</p> <p><small>MorphoTrak Service Agreement Page 2 of 29</small></p>
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ATTEST: 
County Clerk


Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES

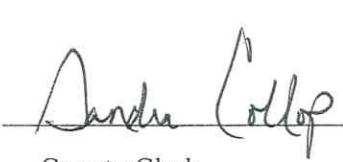
TUESDAY, JANUARY 30, 2018

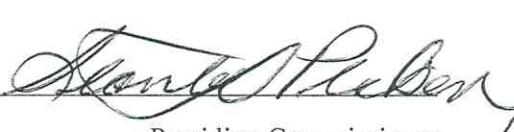
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<p>"System Acceptance" means the date on which installation and training has been completed at Customer site. Customer will sign an acceptance letter at this time.</p> <p>"Technical Support Services" means the remote telephonic support provided by MorphoTrak on a scheduled or as-needed basis to Customer, including but not limited to, software and hardware 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 institution of Releases provided under this Agreement.</p> <p>"Update" means a Supplemental Release or a Standard Release.</p> <p>"Upgrade" means a Product Release.</p> <p>Section 3. SCOPE OF SERVICES AND TERM OF SERVICES</p> <p>3.1. SCOPE OF SERVICES. In accordance with the provisions of this Agreement and in consideration of payment by Customer of the PPA and/or the Standard Release fee, MorphoTrak shall, at its option (if applicable) 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 institution of Releases provided under this Agreement.</p> <p>3.2. CHANGE ORDERS. MorphoTrak will provide the products as outlined in the attached Description of Covered Products and the Services as outlined in the attached Statement of Work. Either party may request changes or additions to scope of work existing in this Agreement. If a requested change causes an increase or decrease in the annual Service Fee or time required to perform this Agreement, MorphoTrak 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.</p> <p>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 five (5) years from the date of initial Acceptance (the "Term"). Upon expiration of this Term, the Customer shall have the following options:</p> <ul style="list-style-type: none">• Agency may renew the LSaaS contract at the end of year 5 at the same rate and receive a new unit with the same configuration.• Purchase the unit outright for \$3,200.00 at the end of year 5 and optionally enter into a maintenance agreement at the current maintenance rates at the time of "buy out", maintenance options for 3x3 and 2x4.• Let the contract expire at the end of year 5; MorphoTrak will remove the equipment. <p>3.4. MORPHOTRAK SOFTWARE. Any MorphoTrak Software, including subsequent Releases, is licensed to Customer for the Term of this Agreement solely in accordance with the Software License Agreement, attached hereto as Exhibit D. Customer hereby accepts and agrees to abide by the terms and restrictions of the Software License Agreement.</p> <p>3.5. NON-MORPHOTRAK SOFTWARE. Any Non-MorphoTrak Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to MorphoTrak the right to sublicense</p> <p style="text-align: center;">MorphoTrak Service Agreement Page 3 of 26</p>	<p>The Non-MorphoTrak Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of its owner's rights and protections under the Software License Agreement. MorphoTrak makes no representations or warranties of any kind regarding Non-MorphoTrak Software. Non-MorphoTrak Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the terms of the standard license of the copyright owner and not the Software License Agreement.</p> <p>3.6. SUBSTITUTIONS. At no additional cost to Customer, MorphoTrak reserves the right to substitute any Equipment, Software, or services to be provided by MorphoTrak, 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.</p> <p>3.7. When MorphoTrak performs Services at the Customer Site, Customer agrees to provide to MorphoTrak, at no charge, a non-hazardous environment for work with shovels, 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 interacting to enable MorphoTrak to perform its obligations under this Agreement.</p> <p>3.8. MorphoTrak will provide to Customer Technical Support Services and Releases as follows:</p> <ul style="list-style-type: none">3.8.1. MorphoTrak will provide Technical Support Services and correction of Residual Errors during the PPA in accordance with the Statement of Work. Any Technical Support Services 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 that subject.3.8.2. MorphoTrak 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 MorphoTrak in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.3.8.3. MorphoTrak will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for any additional license fees, any installation or other services, and any necessary Equipment provided by MorphoTrak in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule. <p>3.8.4. MorphoTrak does not warrant that a Release will meet Customer's particular requirements, operate in the combinations that Customer will desire for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with requirements and functions of other versions of the Software may not be technically feasible. If it is feasible, MorphoTrak will endeavor to upgrade the Software to the latest version or to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at MorphoTrak's then current rates for professional services.</p> <p>3.8.5. MorphoTrak's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Releases plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, MorphoTrak 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.</p> <p style="text-align: center;">MorphoTrak Service Agreement Page 4 of 26</p>
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<p>(in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).</p> <p>3.9. The Services described in this Agreement are the only covered services. These Services specifically exclude any MorphoTrak shall not be responsible for:</p> <ul style="list-style-type: none">3.9.1. 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 installed in accordance with the manufacturer's guidelines.3.9.2. 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 MorphoTrak's representatives.3.9.3. 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 injuries.3.9.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.3.9.5. Accessories, custom or special products, modified units, or modified Software.3.9.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by MorphoTrak or the failure of the System due to extraordinary causes.3.9.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by MorphoTrak.3.9.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.3.9.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.3.9.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the System.3.9.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operators.3.9.12. Operational supplies, including but not limited to, printer ink, paper, toner, photographic paper, magnifying lenses 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.3.9.13. Non-MorphoTrak software unless specifically listed on the Description of Covered Products.3.9.14. Support of any interface(s) beyond MorphoTrak-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.3.9.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions. <p style="text-align: center;">MorphoTrak Service Agreement Page 5 of 26</p>	<p>3.9.16. 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.</p> <p>3.10. The Customer hereby agrees to:</p> <ul style="list-style-type: none">3.10.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.3.10.2. Provide standard industry practices (e.g. backup files) ensuring database security, per MorphoTrak's recommended backup procedures.3.10.3. 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, on-site access is required and will not be substituted with on-site visits if access is not available.3.10.4. Assign one or more qualified employees to perform system administration duties, including acting as a primary point of contact to MorphoTrak for customer support requests for reporting and verifying problems, and performing System backups. At least one member of the System administrator group should have completed MorphoTrak'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 configuration, and system administration. System administrators will be assigned to the client, server and stand-alone personal computer hardware. The system administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate the verify problem and assign a severity level, as defined in the Statement of Work. Customer agrees and is responsible for ensuring that all data and any equipment identified by the system administrator before requesting them to MorphoTrak. Customer shall submit MorphoTrak to determine that errors are not the product of the operation of an external system, data links between systems, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact MorphoTrak's Customer Support Center by telephone, but the System Administrator must follow up with MorphoTrak's Customer Support as soon as practical.3.10.5. Customer will permit and cooperate with MorphoTrak so that MorphoTrak may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. MorphoTrak will limit the number of audits to no more than one (1) per year; provided that the MorphoTrak may audit more frequently to the extent necessary to ensure the Operational Use of the System.3.10.6. If Customer replaces, upgrades, or installs software that interfaces with the covered Products, MorphoTrak will have the right to adjust the annual Service Fee to reflect any changes necessary to the MorphoTrak provided Equipment or related Services.3.10.7. 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 MorphoTrak. <p>Section 4. PRICING, PAYMENT AND TERMS</p> <p>4.1. CONTRACT PRICE. The total Contract Price in U.S. dollars is (\$23,712), and shall be paid on an annual Service Fee basis as outlined in the Exhibit C, Payment Schedule. The first annual Service Fee payment has been paid by the Missouri State Highway Patrol under PO P08124P09800000584.</p> <p style="text-align: center;">MorphoTrak Service Agreement Page 6 of 26</p>
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ATTEST:

County Clerk


Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JANUARY 30, 2018

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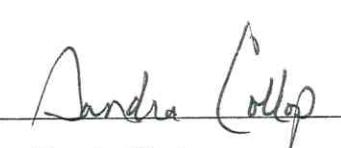
<p>4.2 INVOICING AND PAYMENT. MorphoTrak will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to MorphoTrak within twenty (20) days after the date of such invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, and such rate exceeds the maximum allowed by law, in which case it will be reduced to maximum permissible. For Customer's reference, the Federal Tax Identification Number for MorphoTrak, LLC is 33-0154788.</p> <p>4.3. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by MorphoTrak, and added to the price of the line Equipment and Software and will pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. MorphoTrak will pack and ship all Equipment in accordance with good commercial practices. Customer shall be responsible for all freight charges associated with return of MorphoTrak provided Equipment to MorphoTrak upon contract termination or contract expiration.</p> <p>4.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:</p> <p style="margin-left: 20px;">Adair County Sheriff's Office 215 N. Franklin St. Kirksville, MO 65561</p> <p>The city which is the ultimate destination where the Equipment will be delivered to Customer is: _____ Kirksville, MO</p> <p>The Equipment will be shipped to the Customer at the following address (insert if this information is known):</p> <p style="margin-left: 20px;">Adair County Sheriff's Office 215 N. Franklin St. Kirksville, MO 65561</p> <p>Customer may change this information by giving written notice to MorphoTrak.</p> <p>4.5. MORPHOTRAK TO RETAIN TITLE TO EQUIPMENT. For the avoidance of doubt, title to the Equipment is and will remain vested in MorphoTrak, 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) lease, lend, let, sublease, or otherwise grant or transfer interest in or any right to use the Equipment; (iii) permit the Equipment to be directed to any savings or pooling agreement; or (iv) permit the Equipment to be operated by or to be in the possession of any person other than Customer. Upon the expiration of this Agreement for any reason whatsoever, Customer shall return the Equipment to MorphoTrak and asset MorphoTrak in any actions reasonably required for MorphoTrak to obtain physical possession of the Equipment.</p> <p>4.6. AUTHORIZING FILING OF UCC STATEMENTS. Customer authorizes MorphoTrak 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 commencement arrangements contemplated hereunder. 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 Customer.</p>	
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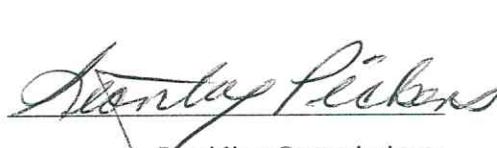
<p>SECTION 5. SITES AND SITE CONDITIONS</p> <p>5.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop the Site(s); and (iii) access to the Site(s) identified in the Statement of Work or as reasonably requested by MorphoTrak so that it may perform its duties in accordance with the Statement of Work.</p> <p>5.2. SITE CONDITIONS. Customer will ensure that all Site(s) a project 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 Site(s) 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 computer connections 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, MorphoTrak will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section 5.</p> <p>5.3. SITE ISSUES. If MorphoTrak or Customer determines that the Site(s) identified in the Statement of Work are no longer available or desired, or if subsurface structural, adverse environmental or related conditions at any site differ from those indicated in the Statement of Work, MorphoTrak and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plan and Statement of Work as necessary. If such changes in Site(s) or adjustments to the installation plan and Statement of Work causes a change in the cost of time to perform, the parties will equitably amend the annual Service Fee or schedule, or both, by a change order.</p> <p>SECTION 6. TRAINING</p> <p>Any training to be provided by MorphoTrak to Customer under this Agreement will be included as part of system installation. Customer will notify MorphoTrak immediately if a date change for a scheduled training program is required. If MorphoTrak incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, MorphoTrak is entitled to receive these additional costs.</p> <p>SECTION 7. ACCEPTANCE</p> <p>7.1. SYSTEM ACCEPTANCE</p> <p>System Acceptance will occur upon completion of installation, training and testing. Installation is ready for Operational Use. Operational Use occurs when the System has been fully implemented and Customer begins to begin use of the System in the operational environment. Major omissions or variances in the System will not postpone System Acceptance. These minor omissions or variances will be corrected according to a mutually agreed schedule by Customer and MorphoTrak.</p>	
<small>MorphoTrak Service Agreement</small>	
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<p>Customer that any Services MorphoTrak is required to perform pursuant to this Agreement, will be performed in a competent manner. If any failure to meet these warranties occurs during the Term, or any failure to meet the Service warranty described above appears within thirty (30) days of performance of the particular Services and during the Term of the Agreement, Customer shall promptly notify MorphoTrak in writing and MorphoTrak shall within a reasonable amount of time under the circumstances, in its own discretion: (i) repair or replace, at MorphoTrak's option, the equipment that has failed; (ii) credit the customer for the value of the equipment that has failed to the extent practicable. This Section 8 sets forth the sole and exclusive remedies for all claims based on failure 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.</p> <p>8.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTED AND GUARANTEED WARRANTIES WHETHER WRITTEN, ORAL, IMPLIMENTED BY CUSTOMER, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION. MORPHOTRAK MAKES NO WARRANTY, WHETHER ORAL OR WRITTEN, 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.</p> <p>SECTION 9. DISCLAIMERS</p> <p>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's beyond a party's reasonable control, such as an act of God, an act of the public enemy, act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, acts, or other causes similar thereto. Each party will notify the other party in writing of any Force Majeure that may affect its performance. The non-defaulting 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.</p> <p>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 MorphoTrak, customer will pay MorphoTrak all reasonable charges incurred as a result of the delay. Delay charges may include costs incurred by MorphoTrak or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-activating the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.</p> <p>SECTION 10. DISPUTES</p>	
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<p>10.1. SETTLEMENT PREFERRED. MorphoTrak 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 disputes will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the parties will be entitled to mediation. The parties will select a mediator within三十 (30) days of receipt by one of the parties demanding non-binding mediation. MorphoTrak and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the costs 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 guidelines characteristics of similar systems or technology, as well as industry standards.</p> <p>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").</p> <p>10.2. LITIGATION. Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved by the parties through negotiation or mediation within三十 (30) days of receipt of the notice of dispute, or through mediation as described above in Section 10.1 may be submitted by either party to a court of competent jurisdiction in the State of Missouri. 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 a defense of facts, legal, or estoppel to assert other legal rights by either party. Either party may refer the dispute to a panel of subject matter experts, as 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.</p> <p>SECTION 11. DEFAULT AND TERMINATION</p> <p>11.1. DEFAULT BY A PARTY. If either party fails to perform a material obligation under this Agreement for one hundred eighty (180) days, 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 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 it is unable to do so within such period, to provide a written cure plan. The non-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, MorphoTrak 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.</p> <p>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 unfinished 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).</p> <p>11.3. FAILURE TO CURE BY CUSTOMER. In the event that Customer fails to immediately cure any past due Service Fee when due to cure any Default, or provide a written cure plan, such as provided in Section 11.1 above that MorphoTrak may terminate this Agreement and Customer will indemnify the MorphoTrak for the Service Fee due up to the date of termination. In addition,</p>	
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Customer must immediately return, at Customer's expense, all MorphoTrak provided Equipment to MorphoTrak.

11.4. TERMINATION BY CUSTOMER. Customer may terminate this Agreement for Customer's Default, failure to cure, or failure to provide a written cure plan, as outlined in Section 11.1 above only. Customer will indemnify the MorphoTrak for costs incurred up to the point of termination.

11.5. EFFECT OF TERMINATION.

11.5.1. In the event that MorphoTrak terminates this Agreement for Customer's Default as in this Section 11.1 above, MorphoTrak 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 MorphoTrak to Customer. In addition, MorphoTrak may enter the Customer's Site(s) where the Equipment is located and take immediate possession and remove any or all of, all assets, property, equipment, fixtures, furniture, or other items that Customer may own or otherwise have the right to own, or which Customer may exercise any other right or remedy available to it under any applicable law. No right or remedy of MorphoTrak referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to MorphoTrak at law or in equity.

11.5.2. In the event that Customer terminates this Agreement for MorphoTrak's Default as outlined in Section 11.1 above, Customer will allow MorphoTrak to immediately remove and take possession of all MorphoTrak provided Equipment located at the Customer's Site(s). Title to MorphoTrak provided Equipment will not pass to Customer in the event of MorphoTrak 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.

11.6. BUYOUT OPTION. Upon expiration of this Agreement after the Term and any subsequent renewals or options in accordance with Section 3.3 above, the Customer shall have the option to purchase the MorphoTrak provided Equipment at a discounted rate upon the agreement of MorphoTrak. If Customer elects this Buyout Option, Customer and MorphoTrak will enter into a separate agreement for the provision of maintenance services related to the Equipment. The Buyout option at the end of the initial 5 year term is \$3,200. If at the end of the initial 5 year term the Customer does not extend this Agreement or exercise the buyout option MorphoTrak will remove the items listed in Exhibit A Description of Covered Products.

SECTION 12. INDEMNIFICATION

12.1. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold MorphoTrak 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 MorphoTrak to the extent it is caused by the Customer's mishandling of the Equipment or the System, or the Customer's negligence or willful misconduct, or any of those actions by the Customer's subcontractors, agents, employees, or independent contractors, or any third party, provided that MorphoTrak gives Customer prompt, written notice of any such claim or suit. MorphoTrak shall cooperate with Customer in its defense or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of MorphoTrak from liabilities that are in any way related to this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. MorphoTrak will defend at its expense any suit brought against Customer to the extent that it is based on an infringement Claim, and MorphoTrak will indemnify Customer for its costs and damages finally awarded against Customer for an infringement Claim. MorphoTrak's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying MorphoTrak

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in writing of such Infringement Claim; (ii) MorphoTrak having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to MorphoTrak cooperation and, if requested by MorphoTrak, reasonable assistance in the defense of the Infringement Claim.

12.2.2. If an infringement Claim occurs, or in MorphoTrak's opinion is likely to occur, MorphoTrak 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 depreciation and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and MorphoTrak Software.

12.2.3. MorphoTrak will have no duty to defend or indemnify for any Infringement Claim that is based on the use of the MorphoTrak Software in combination with any non-MorphoTrak hardware or device not furnished by MorphoTrak; (ii) the use of auxiliary equipment or software not furnished by MorphoTrak and that is attached to or used in connection with the Equipment or MorphoTrak Software; (iii) any equipment that is not MorphoTrak's design or formula; (iv) a modification of the MorphoTrak Software by a party other than MorphoTrak; or (v) the failure by Customer to install an infringement release to the MorphoTrak Software as required to correct the claimed infringement. The foregoing states the entire liability of MorphoTrak 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. MORPHOTRAK LIABILITY. This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, MorphoTrak's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages suffered by Customer that are caused by the use 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 MORPHOTRAK WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MORPHOTRAK 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 MorphoTrak for all loss of or damage to the Equipment, as described in the attached Description of Covered Products, during the term of this Agreement, resulting from the negligent handling, use, or misuse of the Equipment by Customer in the event of such loss or damage and upon demand by MorphoTrak, Customer shall pay to MorphoTrak the cost, either, at MorphoTrak's option, to repair or to replace the Equipment. Customer shall also be liable for the total value of the System in the event that this Agreement is terminated for any reason prior to the Term of the Agreement as outlined in Section 3.

SECTION 14. INSURANCE REQUIREMENTS

14.1. LIABILITY INSURANCE. Customer shall obtain, at its expense, and shall at all times during the term of this Agreement, and for the period of one year thereafter, insurance coverage for Customer's liability to third parties for bodily injury, including death, and property damage or destruction, arising out of the use of the System, and for the protection of the System, in accordance with the terms and conditions of the attached Description of Covered Products. Customer shall also obtain insurance coverage for Customer's liability to third parties for bodily injury, including death, and property damage or destruction, arising out of the use of the System, and for the protection of the System, in accordance with the terms and conditions of the attached Description of Covered Products. Customer shall also be liable for the total value of the System in the event that this Agreement is terminated for any reason prior to the Term of the Agreement as outlined in Section 3.

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damage of any person or persons, including, but not limited to, agents or employees of Buyer, arising from or related to possession, use, operation, maintenance, storage, transportation, installation, dismantling or servicing, with a combined single limit of not less than \$1,000,000.00. The deductible for the liability insurance shall not exceed \$25,000.00, MorphoTrak shall be named as an additional insured, and the liability insurance shall be primary with respect to any other liability insurance maintained by MorphoTrak.

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, with and with such insurers as shall be satisfactory to or specified by MorphoTrak, in an amount not less than the original cost of the Equipment. The deductible for the property insurance shall not exceed \$25,000.00. MorphoTrak shall be named as an additional named insured and loss payable as MorphoTrak's interests may appear upon the property insurance and the property insurance shall be primary with respect to any other property insurance maintained by MorphoTrak.

14.4. SUBROGATION. In the event of any loss or damage to Equipment, in addition to its other rights, MorphoTrak 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 16. CONFIDENTIALITY, PROPRIETARY RIGHTS, AND RIGHTS IN DATA

16.1. CONFIDENTIAL INFORMATION.

16.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, Confidential Information means and is defined, designated, labeled or identified as the time of disclosure as being confidential or its equivalent, or if in verbal form is identified as confidential or proprietary of the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provision of this Agreement, Confidential Information shall not receive any classification that is higher than "Confidential". Notwithstanding the above, the receiving party is always free to disclose the receiving party without restriction when it is in the receiving party's interest to do so, provided that the receiving party (i) has no wrong use of the received information; (ii) takes reasonable steps to protect the receiving party without restriction when it is in the receiving party's interest to do so, provided that the receiving party (iii) is independently developed by the receiving party without breach of this Agreement; (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.

16.1.2. 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 employees having a "need to know" and will not disclose Confidential Information to third parties; (iii) take reasonable steps to protect 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; (iv) not copy or reproduce Confidential Information, except as necessary for the performance 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

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than its limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

16.2. PRESERVATION OF PROPRIETARY RIGHTS.

16.2.1. MorphoTrak, the third party manufacturer of any Equipment, and its copyright owner of any Non-MorphoTrak Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of MorphoTrak, any copyright owner of Non-MorphoTrak Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing to Customer the Equipment, Software, or related services will remain vested immediately in MorphoTrak, and this Agreement does not grant to Customer any shared development rights of intellectual property.

16.2.2. Except as explicitly set forth in the Software License Agreement, nothing in this Agreement will be construed to grant, either directly or by implication, express or otherwise, any right, title or interest in the Proprietary Rights of MorphoTrak. Customer agrees not to modify, disassemble, decompile, disassemble, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the license of the copyright owner.

16.3. RIGHTS IN DATA

16.3.1. All materials, documents, data or information obtained from the Customer data files or any Customer medium furnished to the MorphoTrak in the performance of this Contract will at all times remain the property of the Customer. Such data or information may not be used or copied for direct or indirect use by the MorphoTrak after completion or termination of this Agreement without the express written consent of the Customer. All materials, documents, data or information, including copies, must be returned to the Customer at the end of 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, occupant, or other taxes, assessments or duties (hereinafter referred to as "Taxes"). Taxes, fees, and local taxes based on MorphoTrak's income or net worth, all of which will be paid by Customer except as exempt by law. If MorphoTrak 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.

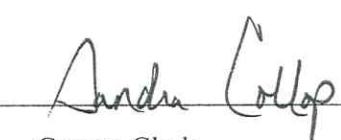
16.2. ASSIGNABILITY. Customer may not assign this Agreement without the prior written consent of MorphoTrak. Any attempted assignment in contravention of this Section 16.2 shall be null and void. MorphoTrak may assign this Agreement without the prior written consent of Customer.

16.3. SUBCONTRACTING. MorphoTrak may subcontract any portion of the work, but such subcontracting will not relieve MorphoTrak of its duties under this Agreement.

16.4. WAIVERS. 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.

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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 fully 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 thereto 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 Delaware.

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 amended, altered, or modified only by a written instrument signed by authorized representatives of both parties. Any proposed terms and conditions from any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

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 carrier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback system, and shall be effective upon receipt.

Customer:
Adair County Sheriff's Office
215 N Franklin St
Kosciusko, MS 39090
933-2011

MorphoTrak:
MorphoTrak, LLC
5515 E. Latham Avn., suite 100
Aurora, CO 80012

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 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,

<p>delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any governing authority of the party.</p> <p>16.13. APPROPRIATION: Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty if further payment being required, in any year for which funding for the subject of this Agreement fails to be appropriated and that party's obligations under this Agreement shall be terminated immediately if full payment has not been received at any time where there are not sufficient authorized funds freely available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding.</p> <p>16.14. 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.</p> <p>16.15. 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 reasonable attorney's fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.</p> <p>16.16. SURVIVAL OF TERMS: The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.4 (MorphoTrak Software); Section 3.5 (Non-MorphoTrak Software); if any payment obligations exist, Section 4.1, 4.2 (Contract Price and Invoicing and Payment); 4.6 (Customer as Buyer) and 4.6 (Authorization; Filing of UCC Statements); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 15 (Confidentiality, Proprietary Rights, and Rights in Data); and all of the provisions in Section 10.</p>	<p>SECTION 17. AGREEMENT EXECUTION</p> <p>The parties hereby enter into this Agreement as of the Effective Date.</p> <p>MORPHOTRAK, LLC</p> <p>Signed <u>Stanley Pickens</u> Name <u>Stanley Pickens</u> Title <u>President/CEO</u> Date <u>24-30-2018</u> Phone <u>660-665-2283</u> Email <u></u></p> <p>NAME ("CUSTOMER")</p> <p>Signed _____ Name _____ Title _____ Date _____ Phone _____ Email _____</p> 
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<u>Exhibit A DESCRIPTION OF COVERED PRODUCTS</u>	
The following table lists the Products that will be provided by MorphoTrak and covered under the Agreement:	
<hr/>	
Morpho LiveScan Station Application Software	
FBI Appendix F Certified Tenprint/Palmprint 500PPH Scanner	
Computer, monitor, keyboard	
FBI Certified Duplex Card printer (Finger & Palm)	
Standard Missouri Workflows and Profiles	
2-Finger FAST ID	
Institution / On-site Training	
On-site Advantage Solution, BX5. Next day on-site response and parts replacement	
Freight	

EXHIBIT B STATEMENT OF WORK

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided: The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification.	Resolve within 24 hours of initial notification.
2	Non-Critical Failure - Critical error failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to certain system problems.	Telephone conference within 3 Standard Business Hours of initial voice notification.	Resolve within 7 Standard Business Days of initial notification.
3	Non-Critical Failure - Non-Critical part of component failure occurs when a System Component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 8 Standard Business Hours of initial voice notification.	Resolve within 180 days in a Seller-determined manner, or Relocate.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial voice notification.	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided within a few schedules, when appropriate.

1.1 Reporting a Problem: Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response: Seller will use best efforts to provide Customer with a resolution within the non-urgent Target Resolution Time for the assigned Severity Level when Customer allows for time to be taken by the Seller and Seller designates a Release Date. Resolution times in the Seller's Target Resolution Times may not apply if an error cannot be reproduced on a repeat basis on other Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a delay error capturing/logging process to monitor the System. If Seller is unable to correct the reported problem within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformance to the System Specifications, (b) the Software is being used in a manner

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<p>for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.</p> <p>1.3 Error Correction Status Report: Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.</p> <p>2. Customer Responsibility:</p> <p>2.1 Customer is responsible for running any installed anti-virus software.</p> <p>2.2 Operating System ("OS") Upgrades: Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.</p> <p>3. Seller Responsibility:</p> <p>3.1 Anti-virus software: At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.</p> <p>3.2 Customer Notifications: Seller shall provide access to (a) Field Changes, (b) Customer Alert Bulletins, and (c) hardware and firmware updates, as released and if applicable.</p> <p>3.3 Account Reviews: Seller shall provide annual account reviews to include (a) service history of site, (b) downtime analysis, and (c) service trend analysis.</p> <p>3.4 Remote Installation: At Customer's request, Seller will provide remote installation advice or assistance for Upgrades.</p> <p>3.5 Software Release Compatibility: At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.</p> <p>3.6 On-Site Corrections: Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.</p> <p>4. Compliance to Local, County, State and/or Federal Mandated Changes: (Applies to Software and Infrastructure to these Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBC, UCR, ECAHS, NCIC and state interfaces are not part of the covered Services.</p> <p>(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)</p> <p>5. On-Site Product Technical Support Services: Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.</p> <p>5.1 Seller Response: Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any sites outside the Central Site as shown in Support Plan Options and Pricing Worksheet.</p> <p>5.2: At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any</p>	<p>additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.</p>
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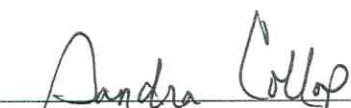
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<p>Exhibit C Payment Schedule</p> <p>5 year contract with 5 x 5 (Monday thru Friday, excluding holidays) On-site Advantage Solution Maintenance:</p> <ul style="list-style-type: none"> • Year 1 payment of \$0 (paid by Missouri State Highway Patrol) • Year 2 payment of \$5,929 due 12 months after Effective Date of this contract • Year 3 payment of \$5,929 due 12 months after Year 2 payment • Year 4 payment of \$5,929 due 12 months after Year 3 payment • Year 5 payment of \$5,929 due 12 months after Year 4 payment <p>Cumulative 5 year cost to Customer for service provided by this contract = \$23,712</p>	<p>Exhibit D SOFTWARE LICENSE AGREEMENT</p> <p>In this Exhibit D, the term "Licensor" means MorphoTrak, LLC, ("MorphoTrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (Service Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:</p> <p>For good and valuable consideration, the parties agree as follows:</p> <p>SECTION 1 DEFINITIONS</p> <p>1.1 "Designated Product(s)" means products provided by MorphoTrak to Licensee with which or for which the Software and Documentation is licensed for use.</p> <p>1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and tuning manuals for the Software (including all physical or electronic media upon which such information is provided).</p> <p>1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.</p> <p>1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.</p> <p>1.5 "Primary Agreement" means the agreement to which this exhibit is attached (Service Agreement).</p> <p>1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, misappropriated or stolen or the system damaged.</p> <p>1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MorphoTrak; and (iii) may contain certain open source terms of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.</p> <p>SECTION 2 SCOPE</p> <p>MorphoTrak and Licensee enter into this Agreement in connection with MorphoTrak's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license MorphoTrak is providing to Licensee, and Licensee's use of the Software and Documentation.</p> <p>SECTION 3 GRANT OF LICENSE</p> <p>3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, MorphoTrak grants to Licensee a personal, limited, non-transferrable (except as permitted in Section 7) and non-exclusive license under MorphoTrak's copyright and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.</p>
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Continued on page 29

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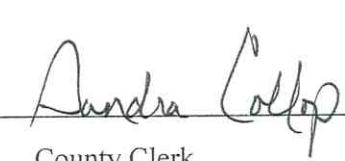

Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JANUARY 30, 2018

Continued from page 28

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All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in MorphoTrak, and Licensee will not have any shared development or other intellectual property rights.</p> <p>SECTION 6 LIMITED WARRANTY, DISCLAIMER OF WARRANTY</p> <p>6.1 If Licensee is not in breach of any of its obligations under this Agreement, MorphoTrak warrants that the immediate Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reasonable defect that diminishes the performance or useful life of the Software. A reasonable defect is one that would have a material adverse effect on the Software. Whether a defect occurs will be determined by MorphoTrak solely with reference to the Documentation. 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MorphoTrak's consent may be withheld at its discretion and may be conditioned upon transfer paying all applicable license fees and agreeing to be bound by this Agreement.</p> <p>SECTION 8 TERM AND TERMINATION</p> <p>8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation were provided by MorphoTrak, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MorphoTrak.</p> <p>8.2 Within sixty (60) days after termination of this Agreement, Licensee must notify in writing to MorphoTrak that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MorphoTrak or destroyed by Licensee and are no longer in use by Licensee.</p> <p style="text-align: center;">Page 24 of 24</p>
<p>SECTION 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGAL</p> <p>This Section applies if Licensee is a United States Government or a United States Government agency. Licensee, its agents, or employees of the Software and Documentation under MorphoTrak's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights Clause of FAR 52.227-19 (JUN 1997), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee may use, duplicate, or disclose the Software and Documentation and the associated Documentation for the limited purpose(s) set forth in subparagraph (b)(1) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7613 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice or other notice referring to that Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFAR mentioned above, as applicable to this particular procuring agency and procurement transaction.</p> <p>SECTION 10 CONFIDENTIALITY</p> <p>Licensee acknowledges that the Software and Documentation contain MorphoTrak's valuable proprietary and Confidential Information and are MorphoTrak's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.</p> <p>SECTION 11 GENERAL</p> <p>11.1 COPYRIGHT NOTICES The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.</p> <p>11.2 COMPLIANCE WITH LAWS Licensee acknowledges that the Software is subject to the laws and regulations of the United States and the United States Government, which regulate the export, import, and re-export of the Software and Documentation and the Software and Documentation may be controlled by export, import, and regulations of the United States. Licensee will not export the Software and Documentation to any government authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.</p> <p>11.3 GOVERNING LAW This Agreement is governed by the law of the United States to the extent that it applies and otherwise by the laws of the State of Oklahoma. The State to which the Software is shipped, if Licensee is not a sovereign government entity, or the state of Oklahoma, or the state of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transactions Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA will not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be in effect prior to the applicability of UCITA.</p> <p style="text-align: center;">Page 25 of 28</p>	<p>11.4 THIRD PARTY BENEFICIARIES This Agreement is entered into solely for the benefit of MorphoTrak and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensee or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.</p> <p>11.5 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 reasonable attorney fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.</p> <p>11.6 SURVIVAL Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.</p> <p style="text-align: center;">Page 26 of 28</p>

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