



SPECIAL ITEM NUMBER 132-33 - SOFTWARE MAINTENANCE

SUPPLIED BY CONTRACTOR UNDER GSA SCHEDULE 70 MULTIPLE AWARD SCHEDULE – CONTRACT GS-35F-0199R

Maintenance Terms.

Maintenance provided by Cross Match shall be pursuant to Cross Match's current commercial maintenance terms as provided below.

Maintenance Fees and Payment.

Ordering activity shall pay to Cross Match the Maintenance fee(s) approved and set forth in Contractor's price list attached hereto. In the event that Maintenance is discontinued or suspended and additional work is necessary to update or upgrade the software to the required operating version before Maintenance is renewed, Cross Match will provide a quotation with prices consistent with the Schedule Price List. With the express, written consent of the Ordering Activity, the necessary software updates or upgrades will be performed prior to exercising the renewal or reinstatement of the Maintenance.

Scope of coverage.

Upon payment of applicable fees, Cross Match will provide maintenance services defined herein for the current and future major release of the software for a period of twelve (12) months. As used herein, a "major release" is any version of the software that in Cross Match's sole determination provides substantial new features, additional functionality, or makes use of different architecture.

Maintenance Services.

Subject to the terms herein and ordering activity's payment of all Maintenance fees Cross Match will provide the following:

Maintenance.

Cross Match will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each an "defect or issue.") Cross Match will receive ordering activity reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to ordering activity, Cross Match will deliver to ordering activity, as made commercially available by Cross Match, software defect fixes, Maintenance updates and Major Releases for the Software ("Updates"), which will thereafter be considered "Software" for all purposes except for Limited Software Warranty as defined herein. At its expense and as deemed appropriate by Cross Match in its sole discretion, Cross Match will furnish ordering activity with revised Software Documentation (including release notes identifying each change) with each Update.

Resolution.

Except as otherwise expressly set forth herein, Cross Match will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Cross Match intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue.

Other Defects and Issues.

If ordering activity reports a defect or issue with the Software that is scheduled by Cross Match to be addressed in a later Update, Cross Match may address such defect or issue in such Update.

Cross Match Software Updates.

Cross Match will deliver Cross Match software updates to facilitate the ordering activity's transition to the current released software version based on the current operational Designated Machine and its Specified Operating Environment at the ordering activity's facility. If the ordering agency requires software update assistance, Cross Match will provide up to one hour of remote support at no additional charge. Due to operational environment variables that may be encountered,

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Cross Match will provide remote support in excess of one hour at prices consistent with the Schedule Price List with the express, written consent of the Ordering Activity.

Upgrades.

Change in Operating System: Cross Match provides the software application's support of changes in the operating system (OS) as part of the software lifecycle. Cross Match will specify which versions of OS are supported by the Cross Match software specified for the ordering activity's environment. When the ordering activity is under current maintenance, Cross Match will provide the appropriate package of Cross Match software components, which supports an OS version change (**Upgrade**) at no additional charge.

Change in Designated Machine and/or its Specified Operating Environment: If needed, Cross Match supports the ordering activity technical staff's documentation of the baseline configuration of the operational Designated Machine and its Specified Operating Environment with the delivery of the Cross Match software. The ordering activity may install the software in a replacement Designated Machine and its Specified Operating Environment (**Upgrade**) provided (1) the replacement is equivalent or exceeds the current operational baseline configuration (see above), (2) the replacement provides a Cross Match specified operating system version, and (3) does not change in any way the application programming interfaces (APIs) which the operational Cross Match software interacts. The ordering activity agrees to discontinue the use of the replaced Designated Machine after 30 days of successful replacement system operation.

If required, Cross Match technical support for changes in the Operating System or the Designated Machine and/or its Specified Operating Environment will be provided as a professional service to the ordering activity at prices consistent with the Schedule Price List with the express, written consent of the Ordering Activity.

Responsibilities for Maintenance Delivery and Support Lines.

Cross Match Responsibilities

Second Line Support. Cross Match shall maintain the organization and processes necessary to provide second line support for the Software to ordering activity. Such second line support will be provided to ordering activity only if, after reasonable commercial effort, ordering activity's First Line Support is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of ordering activity. Cross Match shall have no obligation to provide second line support directly to any of ordering activity's end users. Second line support will be provided primarily through remote access services (see Ordering activity Responsibilities herein) and through telephone support in English utilizing VOIP or direct dial voice connection toll free in the United States, Canada and the Caribbean at (866) 276-7761, internationally at +1-561-622-9210 or by email at CMCC@crossmatch.com.

Ordering activity Responsibilities

First Line Support. Ordering activity shall establish and maintain the organization and processes to provide first line support directly to any of ordering activity's end users. Cross Match shall have no obligation to provide any first line support to ordering activity's end users. First line support shall include: (a) a direct response to ordering activity's end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

Access and Information Security: Ordering activity acknowledges that in order to perform Maintenance, Cross Match may require access to and a copy of the software technical data in ordering activity's possession relating to the Software or which may affect the performance of the Software. Ordering activity agrees to provide access, assistance and information to Cross Match as required to resolve defects or issues with the Software.

For all software being supported, the ordering activity will provide the First Line Support contact a voice connection (with outbound VOIP or direct dial) in proximity to the software control console or interface for telephone support in English.

Cross Match provides efficient and secure software maintenance using remote access platforms that are always under the control of the ordering activity. Cross Match will work with the ordering agency's computer access control and authentication methods for systems, which the ordering agency grants network access for remote support, e.g. multi-factor authentication and VPN. The network access with at least 56Kb/s Quality of Service (QOS) allows illustrated answers to

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questions, configuration confirmation, software updates/upgrades and general functionality support. Remote access platform examples Cross Match uses includes “GoToAssist[®]” from Citrix Online, (LLC, UK Limited, Aus Pty Ltd.) and “TeamViewer[®]” from TeamViewer (US LLC, GmbH, Pty Ltd).

For software without network connections, dial-up connectivity is an option however; the connection’s QOS must be sufficient to effectively provide the software maintenance.

Alternatively, Cross Match may require system data and or diagnostic results be sent to Cross Match relating to the Software may allow the assessment of the performance of the Software. Cross Match uses system information only to improve its products and services and assist with its delivery of software maintenance.

If the ordering activity declines or is unable to provide the remote access described above, Cross Match may be limited in its ability to fully provide the required software maintenance. If Cross Match is unable to do so, Cross Match will notify the ordering activity contact. The Cross Match on-site delivery of the maintenance may then be scheduled. If ordered and with the express, written consent of the Ordering Activity, on-site delivery of the maintenance will be provided at labor prices consistent with the Schedule Price List and material travel and living expenses consistent with the Federal Travel Regulations.

The ordering activity will not send personal identifiable information (PII) to Cross Match and will control Cross Match access to personal information as required. Information provided to Cross Match will be not be confidential or classified.

The ordering activity remains responsible for (i) all data the ordering activity makes available to Cross Match, (ii) procedures and controls for data access, security, use and transmission and (iii) backup and recovery of any database or stored data.

Controlled Baseline Configuration: A controlled baseline configuration is required for post-installation software updates, upgrades and/or changes to the Designated Machine and its Specified Operating Environment. From the initial installation, the ordering activity will document and maintain under configuration control the operational baseline configuration of the Designated Machine and its Specified Operating Environment including any relevant Enterprise Architecture topology data (refer to the section herein **Technical Data for Commercial Computer Software Required for Compatibility**). For changes to non-Cross Match software in the Designated Machine and its Specified Operating Environment, the ordering activity agrees to use the software vendor’s support to implement the software change(s) and migrate all data to the changed environment.

Technical Data for Computer Software Required for Compatibility

A controlled baseline configuration is required for post-installation software updates, upgrades and/or changes to the Designated Machine and its Specified Operating Environment.

From the initial installation, the ordering activity will document and maintain under configuration control the operational baseline configuration of the Designated Machine and its Specified Operating Environment including any relevant Enterprise Architecture topology data.

The controlled baseline configuration will include a complete inventory of system components that includes all installed hardware and software (including the current software version numbers and patch information).

The controlled baseline configuration will include Configuration Data descriptions sufficient to identify which system components and processes are physically and functionally interchangeable. It will include the needed specification parameters to verify the interchangeability of a replacement component or process with the operational component or process. The controlled specification parameters will include all “form, fit and function” technical data relating to all system components and processes and will describe the current functional, performance, security, reliability, physical, environmental, electrical and interface characteristics and/or requirements as applicable of each system component or process.

Maintenance Warranty.

Maintenance Limited Warranty. Cross Match represents and warrants that the Maintenance provided hereunder shall be provided in a professional and competent manner; provided, however, that ordering activity’s sole and exclusive remedy and Cross Match’s sole and exclusive obligation for a breach of the foregoing warranty shall be for Cross Match to re-perform such Maintenance in accordance with the foregoing warranty.

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Maintenance Warranty Disclaimer. Except for the limited warranty set forth in Section 4.1, all deliverables and services provided by Cross Match pursuant to Maintenance defined herein are provided “AS IS,” and Cross Match and its suppliers hereby expressly disclaim any and all warranties of any kind or nature, whether express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. Cross Match and its suppliers do not warrant or represent that the Software or Maintenance will be free from bugs or that their use will be uninterrupted or error-free, or make any other representation regarding the use, or the results of the Maintenance or the use of the Software in terms of correctness, accuracy, reliability, or otherwise. Ordering activity acknowledges that Cross Match is not responsible for and will have no liability for hardware, software or other items or any services provided by any person or entity other than Cross Match, including items supplied or services performed by ordering activity.

Service Limitations.

The Maintenance does not include, nor will Cross Match be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Software not performed or recommended by Cross Match; (b) any use of the Software on a system that does not meet Cross Match’s minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Cross Match; (d) any configuration of the Software (or hardware configurations) other than as recommended by Cross Match; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Ordering activity’s failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alternation from any cause whatsoever (including but not limited to computer virus); (i) except as provided for under Maintenance Upgrades above, upgrades or changes in the computer platform’s hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by ordering activity’s or any third party’s negligence, abuse, misapplication, or use of Software other than as expressly permitted under this Agreement.