Agreement to Supply: **CONTRACT NO.:** 512-8415

Document Management and Imaging System

This agreement, made and entered into this the 8th day of January, 2002, by and between the **CITY OF FORT LAUDERDALE,** a municipal corporation of Florida, City Hall, Fort Lauderdale, FL 33301, hereafter called the "City".

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and

Name of **CONTRACTOR:** Identitech, Inc.

Address: 780 South Apollo Boulevard

City: Melbourn State: FL Zip: 32901

A Corporation XX A Partnership _____ An Individual: _____

Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company." Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) or Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of: 5 years and the Contractor submitted a bid which was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: 12/18/01 Pur-4

Now, therefore, for and in consideration of the premises and the mutual convenants herin contained, the parties convenent and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 01/01/02 and ending 01/01/07 for the requirements listed above and according to the following specifications, terms, convenants and conditions:

a. The Legal Advertisement, Invitaiton to Bid containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and/or any other attachments forming a part of ITB/RFP No. 512-8415 and the Contractor's bid in response from a part of this contract and by reference are made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

1) This contract Form G-110, Rev. 12/00
2) The City's ITB/RFP and all addenda thereto
3) Contractor's bid in response to the City's ITB/RFP

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specificaitons the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies,

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such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments

Addendum dated 12/31/01, blank copy of the proposal and addendum, vendors proposal,

b. Payment Terms: Per RFP

c. Delivery: Per RFP

d. Insurance: Yes: XX No:

e. Performance Bond/Letter of Credit: Yes: XX No:

f. Procurement Specialist initials: LRW

4. **Contractor's Phone Number:** (321) 309-1617

5. **Contractor's FAX Number:** (321) 951-8676

6, **Contractor's e-mail:** ken.rinehimer@identitech.com **web site address:**

City of Fort Lauderdale

By: Michael Paul

Assistant City Attorney (approved as to form)

Date: 01/23/02

By:

Purchasing Manager (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and City Manager Memo No. 98-1832

Date:

Contractor/Vendor:

KERRY D. GIEGER

Name of Company Officer (please print)

By:

Authorized Officer's Signature

Title: CEO

Date: 1/17/02

ADDENDUM

THIS ADDENDUM entered into in connection with the City of Fort Lauderdale RFP No. 512-8415, on 12/21/ 2001, by and between:

IDENTITECH, INC., a corporation authorized organized and existing in the State of Florida (hereinafter "Identitech", "Contractor", or "Consultant"),

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter "Customer", "City", or "Owner")

WHEREAS, City issued RFP No. 512-8415 for a Document Management and Imaging System, and by Motion, at its December 18, 2001 meeting, the City Commission approved the award of a contract under this RFP to Identitech; and

WHEREAS, the full contractual relationship between the City and Identitech (hereinafter "Contract" or "Agreement") includes and is limited to the terms and conditions of this Addendum; Addendum No. 1 to RFP 512-8415 (dated January 24, 2001); City of Fort Lauderdale RFP No. 512-8415 (dated December 11, 2000); Identitech's revised Price Proposal (dated December 6, 2001); Identitech's original proposal (dated February 9, 2001); and the exhibits to this Addendum which consist of the Master Consulting Agreement and Schedule A - Task Order, Software License Agreement, Annual Software Support Agreement, Exchange of Proprietary Information and Nondisclosure Agreement (hereinafter collectively known as the "Contract Documents"); and

WHEREAS, the intent of this Addendum is that the terms of conditions herein shall supercede any conflicting terms and conditions contained in the Contract Documents (other than the Addendum), and that the terms and conditions shall supersede any conflicting terms and conditions contained in any renewals or amendments to the Master Consulting Agreement and Schedule A - Task Order, Software License Agreement, Annual Software Support Agreement, Exchange of Proprietary Information and Nondisclosure Agreement, unless otherwise expressly stated and mutually agreed upon by City and Identitech that the terms and conditions of such amendment or renewal supersede this Addendum;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Identitech and City agree as follows:

Section 1. Contract Documents: In the event of any conflict in the terms and conditions of any of the Contract Documents, the following is the order of precedence, beginning with this addendum for said Contract Documents

1. This Addendum (excluding Composite Exhibit "A", which is made a part of the Contract Documents);

2. Addendum No. 1 to RFP NO. 512-8415, dated January 24, 2001;

3. RFP No. 512-8415, dated December 11, 2000;

4. Identitech's original proposal, dated February 9, 2001;

5. Identitech's Revised Price Proposal, dated December 6, 2001;

6. Composite Exhibit "A," which is attached hereto and incorporated herein, and which consists of the Master Consulting Services Agreement and its Schedule A – Task Order, Software License Agreement, Annual Software Support Agreement, Exchange of Proprietary Information and Nondisclosure Agreement, and any renewals or amendments to said agreements between the parties.

Section 2. Exceptions to RFP 512-8415

1. Term of Contract: The Contract shall become effective upon the date first signed above and shall be for a duration of five (5) years. In addition, the City may extend the term for two (2) additional, two (2) year periods exercised at the sole discretion of the City.

2. Hardware requirements: The recommendation of the number of servers required for the Task Order/Scope of Work has been amended from (5) to (3).

3. Documentation/Hard Copy: The City agrees that required documentation can be provided to City in CD format accessible by City, as opposed to three (3) hard copies of each. Identitech shall provide City with one (1) hard copy of required documentation not available on the CD(s) provided to City.

4. The number of Initial System Users has increased from fifteen (15) to twenty-five (25).

5. The City agrees to become a preferred reference-site for Identitech Document Management and Imaging System. From time to time upon reasonable prior notice, City may provide access to City's staff for either reference calls or on-site visits.

6. The planned start date for the Project is March, 2002.

Section 3. Project Management

Identitech shall perform all work under this Contract in a manner satisfactory to City and in accordance with the terms and condition of the Contract. Upon the reasonable request of City, Identitech shall promptly remove and replace from the project any employee, subcontractor or any other person performing work in a manner, which is unsatisfactory to City, unprofessional, or in derogation of the Contract terms and conditions.

Identitech shall replace the Project Manager upon the request of City if the city determines that Identitech is not satisfying its Responsibilities as defined in Part XIII in the RFP, in default of any Contract provisions, or when the following performance and expectations are not met:

1. All activities of Project Manager shall be performed in a legal and ethical manner;

2. The Project Manager shall implement and enforce consistent and effective processes in the following areas:

    a) Regular communication, including weekly meetings with City and monthly status reporting contingent on City's attendance at such meetings;
    b) Project scope management / change requests;
    c) Progress tracking against project plan;
    d) Issue and risk management; and
    e) Accurate project documentation maintenance

3. Identitech shall use its best efforts to ensure that its personnel assigned to fulfill a Task Order or an obligation under the Contract have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to fulfill the Task Order or complete the contractual responsibility in a competent and professional manner. If City reasonably believes that any employee, officer or agent of Identitech is not performing in a manner consistent with the requirements for such a position, City shall inform Identitech of such and Identitech agrees use its reasonable discretion to replace the personnel.

4. The City hereby authorizes the City's project manager to determine in the first instance, on behalf of the City, the City's position on all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement or the Task Order(s), including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the

Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses. The City agrees to make its determinations consistent with and within the terms of this Agreement and the Task Order(s)/Scope of Work.

5. Schedule A – Task Order, Section 4. Project Resource/Issue Resolution, subsection (b) is hereby amended to state as follows:

   b) Project Management. The City will initially assign **Shelley R. Gialluca/ Technology Strategist**, as City's Project Manager for the Project, or, at its option the City may assign a different Project Manager, and shall inform Identitech by telephone or U.S. Mail of any changes in Project Manager.

Section 4. Performance Trial and Acceptance Period

1. Any and all solutions, systems or proposals provided to City in response to Work Orders, Task Orders or Statement of Work will be subject to several tests including but not limited to: a Unit test, a System test, and an Acceptance test as defined in the Task Order, Statement of Work or "Exhibit 1" of Identitech's Task Order.

2. Each Test plan shall include, but shall not be limited to, the target begin date, the task, the responsible party, date completed, output/performance measures, dependencies, and comments.

3. In reference to the Software License Agreement, Item 3. Returns: The trial period shall be change to a period beginning upon receipt of the software and continuing until thirty (30) days after product has been installed, tested and completed acceptance testing as defined and agreed upon by City and Identitech.

4. Identitech agrees that if it is mutually determined that necessary or material elements of the Contract have not been and cannot be met, the City reserves the right to return products and City shall be entitled to a full refund including Professional and other Services fees.

Section 5. Maintenance and Support

1. Maintenance Services – maintenance services are to be provided by Identitech upon final acceptance of the products, services or proposals by City.

2. a) The Term of the Software Support Agreement shall run from the date the software is accepted by City. The City agrees to make payment for support once it can utilize the product in a production environment.

b) The Annual Support Maintenance rate for Identitech's Licensed Software during the first year of the Software Support Agreement shall be 18% for the licenses software licensing cost provided the City stays within the compatible MS operating system migration path (industry standard) (Window NT 4.0, Windows 2000, Windows XP or 64 bit version and beyond Operating Systems).

3. Identitech's rate shall be lowered to 15% after the CITY resources have attained the Identitech's CFT certification and developed a system whereby each department has access to a CFT for level 1 and level II support.

4. Identitech agrees that it will provide support and maintenance for any custom software purchased or utilized under this agreement. Identitech agrees to support and maintain any customized software free of charge for a period of five (5) years from acceptance of software by City. Identitech shall update the customization code for five (5) years from acceptance, as necessary due to changes or revisions in Identitech's core product

5. If Trac, Cyborg or any other integration system, changes, alters or revises its product, or the City changes its work processes, then the City can purchase additional services from Identitech at the contract services rates in order to align any customizations with the latest FYI Release.

6. Identitech shall provide an itemized list of all custom software to include, but not be limited to, key elements such as program names, source location, executable location, software tools and release employed to construct it, special settings and operating requirements. If the City elects not to purchase any additional services, then Identitech shall have no obligation to update the customization.

7. Identitech shall provide a copy of all custom source code developed to the City upon completion and acceptance of the software from such source code. At no time shall the City be charged for the same development work more than once.

8. Annual Software Support Agreement, Section 4. Exclusions, subsection (a) is hereby amended as follows: "Changes or alterations to or relocation of any equipment or software with which the Identitech software product performs, when not specifically authorized in writing by Identitech." Identitech permits City to relocate any such equipment. However, Identitech will not be held responsible for any problems that may result from relocating equipment. Upon request by City, Identitech agrees to support any relocation problems on a time and materials basis.

9. Annual Software Support Agreement, Section 4. Exclusions, subsection (g), Legacy System is hereby amended to provide that Identitech and City agree that twelve (12) calendar months have been increased to eighteen (18) months concerning the length of time prior versions of the FYI product are to be supported.

10. Annual Software Support Agreement, Item 8. Limit of Liability is amended by adding the following: This limit, if imposed, shall be set at the total amount paid by the City to Identitech for all services, license fees and any other costs and expenses made in connection with this Contract.

11. Annual Software Support Agreement, Item 10(a). General Provisions/Total Agreement is hereby replaced with: "The complete and Entire contract arrangement between the City and Identitech involves the terms and conditions of this Addendum; Addendum No. 1 to RFP 512-8415 (dated January 24, 2001); RFP No, 512-8415 (dated December 11, 2000); Identitech's Revised Price Proposal (dated December 6, 2001); Identitech's original proposal (dated February 9, 2001); and Composite Exhibit "A" to this Addendum consisting of Master Consulting Agreement and Schedule A - Task Order and Annual Software Support Agreement, Software License Agreement, Exchange of Proprietary Information and Nondisclosure Agreement, (hereinafter all collectively known as the "Contract Documents. The priority of the Contract Documents is provided in Section 1 of this Addendum.

Section 6. Pricing, Rates and Cost and Payment

1. For the purposes of this Agreement, the total cost to the City shall be a "not to exceed amount" so that funds can be appropriately budgeted for all goods and services supplied by Identitech. Any fees paid by the City regarding user license quantities and fees (25 users-$110,667.00) shall be credited toward the conversion and purchase of future unlimited user licenses at the price of $561,418.00.

2. Software support and subscription service shall commence on final acceptance of software by City; the prices shall be consistent with the 5-year cost as proposed by Identitech's Revised Price Schedule, dated December 6, 2001.

3. Under this Agreement, the Price Schedule herein establishes a base line for product pricing. Under the terms of this Agreement Identitech shall not increase the price of any items listed each year by more than five (5%) or the current CPI-U, whichever is less for the life of this Agreement. In the event a product listed is no longer offered upon General Availability (GA) to Identitech's Customers, Identitech shall have the right to delete such product from this agreement upon sixty (60) days written notice to the City. During

such time the City shall have the right to order said item(s) from the process list, and Identitech shall deliver the item ordered to City.

4. Schedule – A Task Order, section 5. Cost and Payment Plan, item (c) Cost Overruns is hereby amended to add the following: This is a fixed, "not to exceed" price contract and City shall not be responsible for any cost overruns except in the event of Unusual Circumstances as provided on page 61 of the RFP. It is also noted that in the event any contract amendment or change order is necessary, City Commission approval must be secured.

5. Identitech agrees that all future reimbursable costs shall be documented in Identitech's proposal, approved by the City in advance, and authorized by a Task Order(s) or Statement of Work. Identitech agrees not to charge any Travel or Reimbursable expenses for the initial task order or statement of work associated with this agreement.

6. Identitech agrees that the fax board ($1200) and API ($3500) is included as part of the project deliverable and shall have no effect on the Price.

7. Identitech agrees that the latest revision of the City's Travel Policy as cited in City's Policy and Standards Manual governs this Agreement and the services to be provided by Identitech, and Identitech herby agrees to the City's per diem rates.

8. Schedule A – Task Order, item 5(a) Professional Fees is hereby amended as follows: Identitech's fees for Services performed under this Task Order are identified on the Cost Proposal attached hereto as Exhibit 2. Identitech agrees that the total cost for all Services required to achieve completion of Phase I of the Project as provided in the MCA and this Task Order, excluding travel and lodging expenses, recommended training and maintenance, shall be a fixed price, subject to section 1 of the MCA. Additional Services may be performed under this Task Order by mutual, written agreement, and approval by the City Commission and shall be performed at Identitech's fixed rates at the contract price plus an annual change equal to the change in the CPI-U or five (5%) percent, whichever is less.

9. Schedule A – Task Order, item 5(d) Additional Services is hereby replaced with the following: The performance of additional services by Identitech in connection with the Project, if any, must be approved and authorized by Identitech and the City, in writing, which writing shall become a part of this Task Order. If any additional Services are so authorized, they shall be performed by Identitech at the rate set forth in the Revised Cost Proposal attached hereto as Exhibit "B."

10. Invoice Payment: Section 218.74, Florida Statutes, limits the percentage that may be charged for late payments of invoices to one (1%) percent. In

addition, government is granted forty-five (45) days to pay any invoice rather than thirty (30) days. City agrees to make every reasonable attempt to pay a correct invoice with thirty (30) days of receipt. Additionally, no "administration fee" shall be permitted, nor will any such fees be paid by City. The original invoice shall be submitted to City of Fort Lauderdale, Accounts Payable, 100 N Andrews Avenue, Fort Lauderdale, Florida 33301. A copy of the invoice shall be submitted to the City's Project Manager, City of Fort Lauderdale, Information Technology Division, Fort Lauderdale, Florida 33301.

Section 7. Evaluation of Services and Deliverables
Master Consulting Agreement, Schedule A – Task Order, Section 3. Services and Deliverables, Subsection 3(c)(i) is stricken and replaced as follows:

c) Evaluation of Deliverables.

i) Identitech agrees to submit all Deliverables (Task Order) required to be submitted for review and approval by the City in accordance with the specific requirements in the Task Order or Scope of Work, and as specified herein in accordance with a Statement of Work. Identitech understands that the City shall have final approval on all Deliverables subject to the terms of the Statement of Work/Task Order(s).

Identitech acknowledges and agrees that failure by City to provide a notice of disapproval does not constitute approval. In reviewing the Deliverables, Identitech understands that City will provide Identitech, on timely basis and in accordance with this Agreement and a Task Order, Scope of Work, or Statement of Work with:

a) A written notification of the City's approval;
b) A written notification that each Deliverable is approved subject to Identitech providing prompt correction of a minor deficiency, or,
c) In the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the City's disapproval. The City's disapproval notification will state with reasonable detail to sufficiently advise Identitech of the basis on which the Deliverable was determined to be unacceptable.

For each Deliverable made hereunder, the City shall have a minimum of (45) days for the Initial Project, or such other time as is agreed to by the parties, commencing on the first day after receipt by the City of the Deliverable, to determine, in accordance with the Statement of Work, whether the Deliverable is approved as submitted, is approved subject to the correction by Identitech of minor discrepancies, or whether it is unacceptable and therefore disapproved.

It is at the sole discretion of the City to accept all or parts of Identitech's Proposal as related to the Task Order(s). The City is not obligated in any manner to accept

the proposal in whole. The Task Order(s) does not constitute an exclusive right to Identitech. If City does not accept Identitech's Proposal, evidenced by an approved Scope of Work, Identitech shall have no obligation to perform the work outlined in Identitech's Proposal.

Section 8. Task Order Content (Scope of Work, Statement of Work)

1. The Task Order, (Scope of Work, Statement of Work) may be amended as mutually agreed upon by both parties in writing and approved with the same formality herewith.

2. Identitech shall provide packaged software, custom software, possibly the hardware, software support (maintenance) and professional services for the implementation of the project(s) requiring electronic document management systems, content management systems, records management, COLD solutions, FAX solutions, electronic workflow, electronic forms, back file conversion and professional services to implement such projects.

3. Identitech shall furnish, install and maintain the systems and other items as required to perform the work that is necessary and has been contracted for. Identitech shall furnish all labor, materials, and tools, supplies as necessary to meet the project scope of work.

4. Identitech agrees to the addition and inclusion to the content of each Task Order, at a minimum, of the following subsections: (vi.) projected hours of Identitech Personnel per task, (vii.) Ms project plan including, (viii) all estimated reimbursable expenses shall be documented in Identitech's proposal, approved by the City in advance, and authorized by a Task Order(s).

5. Schedule A - Task Order: The initial Task Order is revised to include that: Indentitech agrees not to charge for any Reimbursable Costs (Travel Costs, per diem, and any other Expenses) under the initial Task Order, said costs already having been incorporated into the cost of said task order.

6. Schedule A - Task Order: An appropriate and lawful representative of Identitech shall execute the initial task order and any task orders thereafter before a notary public and two witnesses.

Section 9. Product Ownership:

1. Any customized software code or deliverable written upon the request of City for the use of City, together with any related documentation, flowcharts, drawing, charts, source codes, object codes, upgrades, revisions, enhancements and derivative works shall be considered works jointly-owned by both Identitech and City unless otherwise agreed in writing by the parties hereto or in the Task Order(s). A copy of all custom source code developed,

but not included in the Identitech's core Product Set, shall be provided to City upon completion and acceptance.

2. Either party may use any such software for whatever purpose it chooses and at its sole discretion. At no time shall Identitech charge any other department or recognized board or agency (i.e. Fort Lauderdale Community Redevelopment Agency) of City for the same development work.

Section 10. Issue Resolution:

1. Schedule A - Task Order, Section 4. Project Resources / Issue Resolution, item 4 (c) Issue Resolution is replaced with the following:

   4 (c) Issue Resolution. City and Identitech each agree to use their best reasonable efforts to resolve promptly any functional, technical, cost overrun, and any other issue that may arise during the course of the Project. However, each party acknowledges that certain issues, by their nature, may require more time to resolve and in these situations, each party agrees to use its good faith and best reasonable efforts to expedite the resolution as soon as practicable and without delay.

2. Within ninety (90) business days after receipt of City's notification of "disapproval", or such other time as is agreed to by the parties, Identitech shall deliver to City the necessary revisions or modifications for a second review by City.

3. If after the second review period, the Deliverable remains unacceptable in accordance with the Statement of Work, City may direct Identitech to:

   a) Proceed with the Work subject to the correction of all outstanding deficiencies which led to City's determination that a Deliverable was not acceptable for approval on or before a specific date established by City for correcting such deficiency or deficiencies; or

   b) Suspend all Work and hold any payments requested by Identitech being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by Identitech and resubmitted to City for approval.

4. City shall have the right to approve or accept part of any Deliverable, in accordance with the Statement of Work and or Task Order. Any such approval shall be regarded as partial and conditional upon City's approval or acceptance of all aspects of the Deliverable. Identitech must correct any deficiencies within the time the parties determine is required for such correction in City's notice concerning a partial approval (including approvals

subject to correction of minor deficiencies) or, if no time is given, promptly. If City does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in accordance with the requirements of the Task Order(s) and acceptance criteria, be regarded as void and of no effect by City, and which shall be accepted by Identitech.

5. Any dispute arising under this Agreement that the parties are unable to resolve through good faith negotiation shall be resolved through mediation-arbitration approach, as provided below.

6. The parties agree to first try to resolve any dispute informally with the help of a mutually agreed upon mediator. If it proves impossible to arrive at a mutually agreed upon solution through mediation, the parties agree to submit their dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All arbitration hearings shall be held in Broward County, Florida. Each Party shall pay its own costs and expenses, including attorney's fees. Findings of fact and a statement of reasons for the decisions shall accompany the award of the arbitrator.

7. All parties agree to be bound by the results of this arbitration judgment upon the award so rendered may be entered and enforced in the State of Florida.

8. Exclusive Remedy for Breach of Warranty: Except as expressly provided otherwise herein, for any breach of the warranties specified in this agreement, and implied as a matter of law, City's exclusive remedy, and Identitech's entire liability shall be the correction of Licensed Software errors as soon as practicable, but not later han within ninety (90) days from the date reported and/or replacement of Product Media approved by City or return of all monies paid by City to Identitech under this Agreement. Within this time period the terms and conditions of the Annual Software Support Agreement shall be in effect for defining product issues and resolution. However, if Identitech is unable to make the Licensed Software operate as warranted, City shall be entitled to terminate the product license and recover all license fees and other costs paid to Identitech for the terminated Product under this Agreement. In such event, City shall destroy or return all terminated product(s) and no further license and service fees shall be due or payable for the terminated Product.

Section 11. WARRANTIES

1. Warranties of Usage: Licensor (Identitech) warrants that to the best of its knowledge, the Product Software or Custom Software does not include or contain any virus, clock, timer, counter, or other disabling hardware device, code, design or routine which will cause the Product to be erased, become inoperable or otherwise restrict Licensee's (City) use of the Product.

2. Software License Agreement, Section 5. Warranties, item 5(d), Limitations on Warranties is amended by DELETING and removing from the Agreement the following: "Except as provided in this section, the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. In particular, with respect to any particular application, use, or purpose, licensor does not warrant that the products will meet the licensee's requirements." Accordingly, the implied warranties of merchantability and fitness for a particular purpose shall apply.

3. Warranties: All Products Licensed hereunder will satisfactorily perform the functions described in representations, documentation and specifications provided to City and by Identitech for a period of ninety (90) days from the final acceptance date of the Product by City.

4. Schedule A – Task Order, item 6. Warranties, is replaced with the following: Identitech represents, warrants and covenants that each employee and permitted independent contractor of Identitech assigned to perform Services under this Appendix will meet the standards of the classification assigned to such employee or independent contractor by Identitech. Any Service or deliverable which is determined by City to be below the caliber warranted by Identitech pursuant to this Section 6 and the MCA shall be corrected by Identitech without charge to City provided that City informs Identitech thereof within ninety (90) days of receipt of the Service or deliverable.

5. Software Operating Environment: The programs, and each module or component and function thereof, will be capable of operating fully and correctly in the operating environment identified in the Task Order(s). Identitech hereby warrants and represents that each program will be fully compatible and will interface completely with each other program provided hereunder with the Software, and with the equipment in Identitech's published hardware/software matrix or Identitech's minimum recommendations, such that the Equipment (if provided or recommended by Identitech), Software, Licensed Software and Deliverables combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in a Task Order, and Identitech's proposal.

6. Equipment Non Performance: In the event Identitech's supplied Hardware or Equipment does not satisfy the conditions of performance, Identitech's obligation is to provide repair and remedy at Identitech's sole cost and expense, or to provide different equipment, software, and services required to attain the performance requirements. Failure by Identitech to comply with warranty provisions hereof may be deemed by City as a breach of Identitech's obligations hereof. City shall not be responsible for reimbursement of any Reimbursable Expenses incurred by Identitech under this Section.

7. During the Warranty Period, Identitech agrees to use all reasonable efforts and resources to provide to the City all corrections and/or modifications necessary to correct material or compatibility problems with the Hardware or Equipment provided by Identitech that are reported to Identitech, at no additional cost or expense to the price identified in the Task Order(s).

8. Identitech has reviewed and evaluated all information furnished by the City and has made all inquiries necessary such that Identitech is aware of the City's business requirements and intended uses of the Custom Software as set forth or referenced in this Agreement or Task Orders. Based on Identitech's analysis of the Contract Documents, Identitech hereby represents and warrants to City that the Custom Software, as described in the Scope of Services, will meet City's objectives as set forth in the Contract and that Identitech is not aware of any material discrepancies among City's objectives as set forth in the Task Orders.

9. The performance standards for the Custom Software are as set forth in the approved Task Orders. Identitech represents and warrants that the Custom Software shall be configured so that such Custom Software performance standards are capable of being met. Such Custom Software performance standards shall include, but not be limited to, Identitech's warranty that the Custom Software has been properly configured to be capable of handling both the current and the anticipated volumes of transactions specified in the Task Order(s).

10. Third Party Warranty Period: When there exists a manufacturer's warranty beyond Identitech's warranty period Identitech hereby assigns to the City, and City shall have the benefit of, any and all Sub-Contractors', Suppliers', manufacturers', and Third Parties' warranties and representations with respect to the purchased hardware/equipment provided hereunder. In Identitech's agreements with said parties, Identitech shall require that such parties (1) consent to the assignment of such warranties and representations to City; (2) agree that such warranties and representations are enforceable by City in its own name; and (3) furnish to City, the warranties and obligations as set forth therein.

11. Hardware Warranty Period: In response to Task Order(s), Identitech may submit equipment (hardware) to satisfy the requirements and provide a complete solution. In such event, Identitech warrants for a period of ninety (90) days from City's Final System Acceptance that any Equipment, Hardware, and related Software provided by Identitech shall:

    1. Be free from material defects in material and workmanship under normal use and remain in good working order, wear and tear excepted.

2. Function properly and in conformity with the warranties in this Agreement and the Task Order(s).

3. Meet the performance standards set forth in the Task Order(s) and the Original Equipment Manufacture's published specifications.

4. Enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides to City.

Section 12. Indemnification and Warranty/ Indemnification and Hold Harmless:

1. Section 1.8 of the MCA is hereby deleted and replaced with the following:

1.8 Limitation of Liability

(a) NOTWITHSTANDING ANYTHING IN THIS ENTIRE AGREEMENT TO THE CONTRARY, PROVIDED HOWEVER, THAT THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING UNDER SECTIONS 1.7, 4.0 AND 5.0, IDENTITECH'S MAXIMUM LIABILITY ARISING OUT OF THE PERFORMANCE OF SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE THE ACTUAL CONTRACT PRICE PAYMENTS RECEIVED BY IDENTITECH UNDER THIS ENTIRE CONTRACT, INCLUDING ALL TASK ORDERS.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO LIABILITIES ARISING UNDER BREACH OF SECTIONS 4.0 AND 5.0.

(c) THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGES OR CLAIMS WHATSOEVER TO PERSONS OR PROPERTRY, ARISING OUT OF THE NEGIGENCE OR STRICT LIABILITY OF IDENTITECH, ITS EMPLOYEES OR AGENTS.

(d) NOTHING HEREIN SHALL BE CONSTRUED OR INTRPRETED AS A WAIVER OF THE PROTECTIONS, IMMUNITIES, AND LIMITAITIONS AFFORDED CITY UNDER SECTION 768.28, FLORIDA STATUTES.

2. Annual Software Support Agreement, General Provisions, item 10(c). Indemnification and Warranty is replaced with the following: Section

768.28, Florida Statutes governs the acceptable parameters for City concerning Indemnification.

3. Annual Software Support Agreement, General Provisions, item 10(d) Attorney's Fees and Collection Costs is amended in accordance with the following: Pursuant to Section 768.28, Florida Statutes, municipalities are not permitted to agree to prevailing party attorney's fees provisions. Accordingly, any prevailing party attorney's fees provisions in this Agreement are hereby deleted, and each party shall bear its own costs and attorney's fees.

4. Master Consulting Agreement, Section 1.0 Services, item 1.6 Compliance with Legal Requirements is revised to remove City's obligation to indemnify and hold harmless Identitech. Such an indemnification is not permitted pursuant to Section 768.28, Florida Statutes. The same shall apply with respect to Section 1.7. Injury or Damages to Persons or Property.

5. Master Consulting Agreement, Section 1.8 Limitation of Liability is amended in accordance with the following: The amount in which liability shall be set at the amount paid by the City to Identitech for all services, license fees and any other costs and expenses made in connection with this Agreement and as provided in this Section 12.

Section 13. Termination of Agreement:

1. Master Consulting Agreement, Section 3.2 Termination is amended to replace subsections (b) and (c) with the following"

(b) Termination of Task Orders. If either party terminates a Task Order for any reason, Identitech shall refund any monies provided by City to Identitech under the particular task order.

(c) Termination of Agreement and Task Orders for Breach. Eitehr party shall have the right to immediately terminate this Agreement and any Task Order in the event of any one of the following, all of which shall be considered a breach of this Agreement, and provided that the breach is not remedied by the breaching party within thirty (30) days of receipt of written notice from the non-breaching party: (i) the other party neglects or fails to perform or observe any of its obligations hereunder or pursuant to any other agreement with the non-breaching party, or (ii) if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of the other party's property or if the other party is adjudicated as bankrupt.

2. Master Consulting Agreement, Section 3.2 Termination is amended to add the following: Contract Termination refunds – Notwithstanding the foregoing subsection (b) in this Addendum, if the Contract is not being terminated as a result of Identitech's failure to perform, there shall not be any refunds to City at termination, other than for services not yet performed by Identitech. However termination refunds to City do apply in the event of breach of warranty by Identitech.

Section 14. Confidentiality and Proprietary Rights

1. Master Consulting Agreement, Section 4, item 4.1 (f) is hereby deleted in its entirety, as pursuant to Florida's Public Records Law, Chapter 119, Florida Statutes, this document, and documents generated hereunder are public records to the extent not exempt from disclosure pursuant to said law.

2. Master Consulting Agreement Section 4.0 Confidentiality and Proprietary Rights is hereby clarified by adding that: Chapter 119, Florida Statutes, governs the applicability of this contractual provision.

3. Master Consulting Agreement, Non-Disclosure and Non-Use of Confidential information is amended to add subsection (iv) stating, "Items and documents considered non-exempt "public records" pursuant to Chapter 119, Florida Statutes, shall not be considered as "confidential information."

Section 15. Exchange of Proprietary Information

1. The parties are on notice that the Public Records Law of Florida (Chapter 119, Florida Statutes) and any other applicable statutes, laws or regulations governing the disclosure of certain public records apply to this Agreement. Not all information referenced in this Agreement is "proprietary." The Florida Statutes provides for those documents, codes, programs, and text that is exempt from disclosure as "proprietary" under the Public Records Law.

2. Venue for the purposes of any litigation, arbitration, or administrative proceedings shall be Broward County, Florida or if in Federal Court the Southern District of Florida. This Agreement shall be construed pursuant to the laws of the State of Florida.

Section 16. Other Conditions

1. Pertaining to page 1 of the Software License Agreement, documents are "confidential" only to the extent exempt from copying and disclosure pursuant to Chapter 119, Florida Statutes.

2. Professional Liability Insurance: With respect to Variance 1, in Identitech's proposal referring to section 4(d), issues regarding insurance, based on recommendations from City's Risk Management Department, Identitech has agreed to obtain and hold Professional Liability Insurance, and shall provide the necessary/certificates documents to the City, as specified on pages 5 and 6 of RFP No. 512-8415.

3. When Identitech adds the DOD certified records management module, Web mark-up or redaction to the core product, once Identitech makes them generally available they will be provided to the City at no additional charge for the quantity of users purchased by the City.

4. Software License Agreement, Item 8. Confidential Information is amended to add the following: "Nothing herein is intended to preempt Florida's Public Records Act, Chapter 119, Florida Statutes, and any other provisions of law governing public records."

5. Software License Agreement, Item 3 Enforcement is hereby amended to delete the sentence providing for prevailing party attorney's fees, with each party to bear its own costs and attorney's fees.

Section 17. Source Code

Upon the occurrence of any one of the following conditions or events, Licensor (Identitech) shall provide Licensee (City) with machine-readable and human-readable copies of the source code with related documentation for the most current version of the Software that Licensor (Identitech) is obligated to provide to Licensee (City) under this Agreement:

1. Identitech or any subsidiary, parent company, or joint venture party of Identitech has filed, or has had filed against it, a petition for bankruptcy;

2. Identitech has applied for or consented to the appointment of a trustee, receiver or other custodian, or has made a general assignment for the benefit of its creditors;

3. Identitech has become insolvent or generally has failed to pay its debts as they become due;

4. Identitech has ceased to do business or has discontinued the sale, licensing or maintenance of the Software or has announced plans for the same; or

5. Identitech has ceased or failed to provide City with maintenance or other support services for which City has paid pursuant to the terms of this Agreement or the License Agreement, except due to breach or termination without cause by City.

The source code and documentation provided shall include all information and technical documentation necessary and sufficient to enable a reasonably skilled computer programmer or analyst to maintain or enhance the Software without the aid of Licensor. In the event of any such condition pursuant to which Licensee obtains a copy of the source code and related documentation, Licensee shall have such rights to reproduce, copy, use and modify the Software thereto, as reasonably necessary for Licensee to upgrade and maintain the Software.

Section 18. It is contemplated by the parties that during the useful life of this Agreement, Identitech and City hereby agree that the terms and conditions provided in this Addendum shall supersede any conflicting or amending language in any of the other Contract Documents, Composite Exhibit "A" to this Addendum, or in any renewal, amendment, or task order, unless it is expressly stated that this Addendum is superseded.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE:

By _____
Purchasing Manager (City Manager's Designee)
Auth.: Sec, 2-180(8) of Code and CM Memo 98-1832

_____

Approved as to Form:
Asst. City Attorney

WITNESSES:

ROSALIE F. LENZ

[WITNESS-PRINT OR TYPE NAME]

IDENTITECH, INC.

By: _____

~~Vice President - Finance~~ President and CEO

Attest:

_____

Secretary

(CORPORATE SEAL)

State of Florida:
County of Broward:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, on the 28th day of DECEMBER, 2001, personally appeared Kerry D. Gilger and Biba Watt as President & CEO and Secretary, respectively, of IDENTITECH, INC. and acknowledged they executed the foregoing Agreement as the proper officials of Indentitech, Inc., for the use and purposes mentioned in it and they affixed the official seal of the legal entity, and that the instrument is the act and deed of the entity.

(SEAL)

_____

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Notary Public State of Florida
NICHOLAS L. LEWIS
Commission # CC746453
Expires 5 / 28 / 2002

_____

Name of Notary Typed, Printed of Stamped

Notary Public State of Florida
NICHOLAS L. LEWIS
Commission # CC746453
Expires 5 / 28 / 2002

My Commission Expires:

_____

Commission Number

Composite Exhibit A

MASTER CONSULTING AGREEMENT

This Master Consulting Agreement ("Agreement"), effective as of the _____ day of , 2001 ("Effective Date") by and between Identitech, Inc., a Florida corporation, with principal offices at 780 S. Apollo Blvd., Melbourne, Florida 32901 (hereinafter "Identitech"), and , a company, with its principal place of business at (hereinafter "Customer").

WHEREAS, Identitech desires to provide and Customer desires to obtain from time to time professional information technology consulting and services for customer lead projects ("Project"); and

WHEREAS, the parties intend that this Agreement shall constitute a basic agreement, the terms and conditions of which shall apply to each Project.

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto covenant and agree as follows:

1.0 SERVICES

1.1 Services Provided under Task Orders. Identitech agrees to provide to Customer under the terms and conditions of this Agreement professional information technology consulting and services ("Services"). Said Services shall be provided in accordance with Task Orders ("Task Orders") agreed to in writing from time to time by Identitech and Customer. Each such Task Order shall be attached hereto as a separate schedule and shall be incorporated herein by reference. Each such Task Order shall be governed by the terms and conditions of this Agreement. In the event of any conflict between the terms of a Task Order and this Agreement, the terms of this Agreement shall prevail.

1.2 Identitech Contractors. Identitech shall perform the Services using Identitech employees. Identitech may also perform the Services using subcontractors provided that each such subcontractor has entered into a written consulting agreement with Identitech which, among other things, subjects such subcontractors to the covenants regarding confidentiality set forth in Section 4.1 of this Agreement. Reference to Identitech in this Agreement also includes Identitech employees and subcontractors.

1.3 Task Order Content. Each Task Order shall specify at a minimum: (i) the Project name and the type of service required; (ii) the number of Identitech personnel necessary to complete the Project; (iii) the estimated length of time required to complete the Project, including the estimated start and finish date, (iv) estimated cost of the Project, and (v) payment schedule to Identitech.

1.4 Standards of Work/Performance.

(a) Work will begin on any accepted Task Order on or about the estimated date specified in the Task Order.

(b) Services hereunder shall be performed at such place or locations and at such times as the parties shall agree are appropriate for carrying out Services specified in a Task Order. The parties agree that the nature of the Services to be provided by Identitech may necessitate that the Services be performed on the Project customer's premises. Customer agrees to insure that adequate and appropriate space will be available for use by Identitech while performing such Services, at no cost to Identitech.

(c) Identitech shall have the right to control and direct the performance of the Services performed by Identitech.

(d) Identitech will keep its own time records. Customer may, at its own expense, confirm the hours worked by Identitech, but Customer shall not provide any administrative personnel duties regarding Identitech.

(e) Identitech will provide Customer with status reports on a regular basis in order to inform Customer about the progress of the Services specified in a Task Order.

(f) Identitech represents and warrants that the Services shall be performed in accordance with industry standards and that each person assigned to a Project will have the skills and experience necessary to perform the Services described in the applicable Task Order in accordance with such standards.

1.5 Independent Contractor.

(a) It is the express intention of the parties that each is an independent contractor of the other, and not an employee, agent, joint venturer or partner of the other for purposes of any federal, state or local income, employment or other taxes (collectively, "Employment Taxes"), and for all other purposes, including, but not limited to, participation in and eligibility for benefits under any employee benefit or compensation plan, program or arrangement offered by their respective company or its affiliates (collectively "Benefits"). Each party warrants and represents that it has complied, is in compliance with, and covenants that during the term of this Agreement or any Task Order hereunder, each party will comply with all laws, rules and regulations required by appropriate government authorities of independent contractors.

(b) Each party represents and warrants that each and every person assigned to a Project by such party shall either be an employee of that party and not of the other party or a subcontractor with a direct contractual relationship with that party and not with the other party for purposes of any Employment Taxes, and for all other purposes, including, but not limited to, for purposes of participation in and eligibility for Benefits. Each party covenants and agrees to inform all its employees and/or subcontractors that no employment relationship between them and the other party exists, is intended or should be construed, and that no Benefits will be provided by the other party.

1.6 Compliance with Legal Requirements. Each party represents, warrants and covenants that during the term of this Agreement and any Task Order hereunder, it will maintain at it's expense all of the necessary certification and documentation such as I-9's as well as all necessary insurance for its employees, including but not limited to workers' compensation, and unemployment insurance. Each party will be solely responsible for the withholding and payment, if any, of Employment Taxes, all benefits and Workers' Compensation Insurance for its employees. Each party agrees to indemnify and hold harmless the other party and its affiliates and employees (i) from any and all loss, costs, damages, Employment Taxes, penalties, interest, expenses or liabilities (including attorneys' fees), arising as a result of its breach of the provisions of Section 1.5 above and this Section 1.6 and all subsections thereto, and (ii) from and against all claims, debts, losses, damages, obligations, liabilities, liens, causes of action, judgments, settlements, costs and expenses (including attorney fees), including but not limited to any and all claims asserted against the indemnifying party for Benefits and labor practices including any claims for discrimination, harassment, wages, benefits, retaliation, wrongful termination, or any other employment and/or labor related claim whatsoever, to the extent that such claims arise from, are related to, or are connected with the working conditions or the work or Services they perform for the indemnifying party.

1.7 Injury or Damages to Persons or Property.

Each party will indemnify and hold harmless the other party from any and all losses, costs, damages, expenses and liabilities (including attorneys' fees) arising out of any personal injury or property damage of whatsoever nature or kind resulting from the indemnifying party's performance under this Agreement or any Task Order, or resulting from acts or omissions of the indemnifying party, unless and except to the extent that such injury, death, loss or damage is caused by the negligence or willful misconduct of the indemnified party, its employees or agents.

Furthermore, each party agrees to maintain insurance covering that party's obligations contained herein and to provide proof of such insurance on an annual basis.

1.8 Limitation of Liability

(a) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PROVIDED HOWEVER, THAT THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING UNDER SECTIONS 1.7, 4.0 AND 5.0, IDENTITECH'S MAXIMUM LIABILITY ARISING OUT OF THE PERFORMANCE OF SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT

EXCEED IN THE AGGREGATE THE ACTUAL CONTRACT PRICE PAYMENTS RECEIVED BY IDENTITECH UNDER THE RELATED TASK ORDER.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO LIABILITIES ARISING UNDER BREACH OF SECTIONS 4.0 AND 5.0.

1.9 Survival. All representations, warranties and indemnities of this Section 1.0 and all subsections thereunder shall survive the completion and any termination or expiration of any Task Order or this Agreement.

2.0 RATES, PAYMENT, AND TAXES

2.1 Identitech Rates. Unless otherwise agreed to in writing by the parties, the rates listed in Identitech's then-current Price List at the time a Task Order is accepted by Identitech, shall be effective for the term of such Task Order. Additionally, Customer will reimburse Identitech for its cost of acquiring and maintaining any nonstandard hardware and/or software required to develop or support the deliverables described in a Statement of Work.

2.2 Invoices. Identitech shall submit itemized invoices for charges payable under any Task Order that has been accepted by Identitech on a monthly basis, or as specified in a Task Order, for all Services provided to Customer for the preceding calendar month. Customer shall pay said invoice within thirty (30) days of receipt thereof. Identitech can accrue interest in the amount of 1.5 percent monthly on all overdue accounts and add a 1 percent administrative fee to all overdue invoices; however, no interest will be charged on any disputed amounts. Customer shall pay all applicable freight and insurance charges. All payments will be made in U.S. dollars. Non-payment or late payment can result in termination of the Agreement. Upon termination of this Agreement or any Task Order for any reason, any charges accrued but unpaid at the time of termination shall be paid in accordance with this Section 2.2 to Identitech or Identitech's legal representative.

Invoices shall be submitted to:

_____

_____

_____

_____

Attn:_____

2.3 Taxes. Each party shall collect and remit any federal, state, or local sales or use tax, excise tax, telecommunications tax or any other taxes or amounts in lieu thereof (collectively "Taxes") it incurs in connection with its performance of this Agreement.

2.4 Identitech Expenses. Customer shall be responsible for any out of pocket expenses whatsoever of Identitech, including but not limited to travel, hotel and meals, which are required to perform the Project. All such expenses shall be reasonable and shall be reimbursed to Identitech within 30 days from the date of invoice.

3.0 TERM AND TERMINATION

3.1 Term. The Term of this Agreement shall commence on the Effective Date as stated on page 1 of this Agreement and shall continue until termination.

3.2 Termination.

(a) Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party; provided, however, that if there are any outstanding Task Orders which were initiated prior to a notice of termination, the parties agree to complete any such outstanding Task Orders under the terms thereof. In the event completion of any such Task Order extends beyond the required thirty (30) days notice, this Agreement will not terminate until the completion of any such outstanding Task Orders or an additional thirty (30) days, whichever is sooner. The parties' rights and obligations under this Agreement shall continue until the termination is effective in accordance with this Subsection 3.2(a). Upon termination, Customer agrees to pay Identitech all sums due under this Agreement including but not limited to any invoices arising in accordance with this Agreement.

(b) Termination of Task Orders. If either party terminates a Task Order for any reason, Customer agrees to pay Identitech all sums due under the Task Order and any outstanding invoices arising from the Task Order.

(c) Termination of Agreement and Task Orders for Breach. Either party shall have the right to immediately terminate this Agreement and any Task Order in the event of any one of the following, all of which are considered a breach of this Agreement, and the breach is not remedied by the breaching party within thirty (30) days of receipt of written notice from the non-breaching party: (i) the other party neglects or fails to perform or observe any of its obligations hereunder or pursuant to any other agreement with the non-breaching party, or (ii) if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of the other party's property or if the other party is adjudicated as bankrupt.

4.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

4.1 Non-Disclosure and Non-Use of Confidential Information.

(a) In the performance of this Agreement, each party may be exposed to the confidential information and materials owned or possessed by the other party ("Confidential Information"). Both parties agree for themselves and all of their employees, (and sub-contractors and/or agents if applicable), that such information shall be kept confidential and not disclosed to third parties and that each party will use the same care that it uses to protects its own confidential information but in no case less than reasonably necessary to protect the information from disclosure. Items will not be considered to be Confidential Information if the items were:

(i) available to the public due to no violation of this Agreement;

(ii) independently developed by personnel or agents of one party without access to the Confidential Information of the other party as demonstrable by competent written proof; or

(iii) already known to the recipient as demonstrable by competent written proof.

(b) Each party agrees to keep in strictest confidence all Confidential Information which, from the circumstances, in good faith and in good conscience should be treated as confidential and which relates, in any way, to the business and affairs of disclosing party, its affiliates, vendors or customers ("Discloser") which the non-disclosing party may acquire in connection with or as a result of this Agreement or the Services to be provided hereunder.

(c) Each party agrees that all Confidential Information is very valuable to discloser, is deemed to be a trade secret or other proprietary right of discloser, notwithstanding any public disclosure thereof by any source, and will be protected by civil and criminal law, and, where appropriate, by the law of copyright.

(d) Each party further agrees that it will not use or permit the use of any Confidential Information for the benefit of anyone other than the disclosing party.

(e) Neither party will copy, reprint, duplicate, or recreate in whole or in part, alone or in combination with anything else, Confidential Information without the prior written consent of the disclosing party.

(f) The terms of this Agreement are considered confidential and shall not be disclosed to any third party, except by order of a competent court, governmental administrative or regulatory body.

(g) Each party covenants that upon the completion or any termination or expiration of a Task Order pursuant to this Agreement, it will deliver to the other party, upon written request therefor, all copies of any and all Confidential Information belonging to the other party related or pertaining to the Task Order, including, but not limited to, any relevant planning data, technical and programming documentation and files, and will not retain any such Confidential Information in any form without the prior written consent of the other party.

(h) Recipient may disclose the Disclosing Party's Confidential Information if produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order and disclosing party has had a reasonable opportunity to exercise diligent efforts to seek an appropriate protective order or, in the absence of a protective order, to exercise diligent efforts to obtain assurance that the Confidential Information will receive confidential treatment.

(i) This Section 4.0 is in addition to the Exchange of Proprietary Information and Non-Disclosure Agreement ("NDA") between the parties with an effective date of _____, and any amendments thereto, which is incorporated herein by reference. In the event there is a conflict between the terms of this Section 4.0 and the terms of the NDA, as amended, the NDA shall govern.

4.2 Product Ownership.

(a) Customer acknowledges and agrees that Identitech shall own all right, title and interest in and to all Identitech Software Products, and nothing in this Agreement shall be deemed to confer upon Customer any right, title or interest in or to any software products of Identitech that Identitech owns as of the Effective Date or thereafter creates, including any and all enhancements, modifications, patches, revisions and versions thereof.

(b) All intellectual property used on each Project by either party, including all items that can be protected by copyright, patent, service or trade mark and trade secret, will remain the property of the party or parties that developed the item or property. Examples of intellectual property include software, methods, templates, models, diagrams, work plans, drawings, trade names and logos.

(c) Any new software or application developed under Subsection 4.2(d) below during the term of this Agreement shall be owned by Identitech.

(d) All inventions, improvements, discoveries or developments including, but not limited to, computer software authored by Identitech which Identitech may make or conceive during the term of this Agreement, or during the term of any agreed upon Task Order, either solely or jointly with others, whether arising from Identitech's own efforts or suggestions received from any other source, which solely arise out of the Services provided pursuant to an accepted Task Order, (collectively "Work Product") are the exclusive property of Identitech free from any claim or retention of rights thereto on the part of Customer or any third party (including for the purposes of copyright). Work Product specifically excludes any computer software authored or owned by Identitech or contractors of Identitech as of the Effective Date hereof, any improvements, discoveries or developments of or to such software, whenever made, third-party software tools, FYI commercial-off-the-shelf products, embedded FYI API tools, components of the core FYI product and its associated software tools, and documentation and training materials, which shall hereinafter be referred to collectively as the "Non-Custom Property". Identitech shall have exclusive ownership of the Non-Custom Property, and Customer agrees that it shall have no rights to any of the Non-Custom Property except as granted in a valid license agreement executed between Identitech and Customer.

(e) Customer does hereby grant, convey and assign to Identitech absolutely and exclusively all such Work Product and all intellectual property rights therein, including all such Work Product and all rights therein obtained or derived from each of Customer's employees and contractors.

(f) Identitech acknowledges that from time to time a Project Customer may desire an ownership interest in or license of the Work Product of a Project. In such event, Identitech may, at its option, agree to assign such rights to the Project Customer, provided Customer has complied with all of the following conditions:

(i) An assignment for the benefit of a Project Customer is clearly stated in a Task Order for the Project;
(ii) The Task Order shall include the definition of, and exclusions to, Work Product as recited in 4.2(d) above; and
(iii) An authorized representative of Identitech must accept the Task Order.

4.3 Standard of Care. In connection with each party's obligations hereunder, each party agrees to use the standard of care that is consistent with the highest industry standards in continuously controlling the use and disclosure of Confidential Information in a manner that fully protects each party's rights therein.

4.4 Survival. The provisions of this Section 4.0 and all subsections thereunder shall survive the completion and any termination or expiration of any Task Order or this Agreement.

5.0 INTELLECTUAL PROPERTY

5.1 Noninfringement. Identitech warrants that the Work Product is original to Identitech, that Identitech is the creator of the Work Product, or that Identitech has the right to grant a license to the Work Product. Identitech further warrants that to the best of Identitech's knowledge and belief, that no such Work Product nor the use thereof does or will violate or infringe upon any United States copyright, trade secret or other proprietary right of any third party. Identitech shall defend or settle, at its own expense, any cause of action or proceeding brought against Customer which is based on a claim that the Work Product or the licensed use thereof infringes any United States copyright, trade secret or other proprietary right, provided that Customer shall give Identitech prompt written notice of such claim and shall provide Identitech with all reasonable cooperation and information in Customer's possession.

5.2 Remedies. If use of any Work Product or Non-Custom Property or any portion thereof is held to constitute any infringement by a court of competent jurisdiction and its use is enjoined, Identitech will, at its sole cost, undertake one of the following courses of action: (i) procure the right to continue to use such Work Product or Non-Custom Property or such infringing portion; (ii) modify such Work Product or Non-Custom Property or such infringing portion to render it non-infringing; or (iii) replace such Work Product or Non-Custom Property or such infringing portion with a non-infringing replacement which provides substantially the same functionality as the infringing portion. If none of the foregoing is reasonably available to Identitech, Identitech may terminate the license granted herein and require that Customer return the Work Product, including all copies and portions thereof to Identitech. Upon any such termination, Customer shall be entitled to a pro-rated refund of the fees paid specifically related to the infringing Work Product as identified in Section 2.0 above based on a straight line amortization over a period of sixty (60) months from payment of the fees.

5.3 Survival. The provisions of this Section 5.0 and all subsections hereunder shall survive the completion and any termination or expiration of any Task Order or this Agreement.

6.0 GENERAL

6.1 Non-Solicitation of Employees.

(a) Each Party agrees that without the prior written consent of the other, it will not hire or cause to be hired or induce any of the other party's employees to leave their employment during the term of this Agreement and for twelve (12) calendar months after termination of this Agreement.

(b) The provisions of this Section 6.1 shall not apply in the event that one party ceases conducting business, with the exception of the merger or acquisition of one party by another company.

6.2 Compliance with Laws. Each party agrees to perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

6.3 Modification. This Agreement and all Task Orders hereunder can only be modified or any terms waived by written agreement duly signed by the persons authorized to sign agreements on behalf of Customer and Identitech.

6.4 Severability of Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.

6.5 Arbitration. Any dispute arising under this Agreement that the parties are unable to resolve through good faith negotiation shall be resolved through a mediation-arbitration approach. The parties agree to first try to resolve the dispute informally with the help of a mutually agreed upon mediator. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit their dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party will pay its own cost and expenses. The award of the arbitrator shall be accompanied by findings of fact and a statement of reasons for the decision. All parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in any court of competent jurisdiction. Nothing contained in this Section 6.5 shall prohibit either party from seeking equitable relief without resorting to arbitration under such circumstances as that party reasonably believes that its interests hereunder and in its property may be compromised absent an immediate judicial determination. All matters relating to such arbitration shall be maintained in confidence.

6.6 Equity. In the event of a breach or threatened breach by either party of any of the provisions of this Agreement, the non-breaching party, in addition to any other remedies available to it under law, shall be entitled to all equitable remedies including an injunction restraining the breaching party from the performance of acts which constitute a breach of this Agreement, and the breaching party agrees not to raise adequacy of legal remedies as a defense thereof.

6.7 Choice of Law; Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The parties agree to submit to the jurisdiction of the appropriate Federal or State courts located in the State of Florida for the purpose of any suit, action or other proceeding brought in connection with this Agreement, and the parties hereby consent that service of process in any such suit, action or proceeding shall be served according to the applicable court rules and rules of civil procedure for the State of Florida. Any and all disputes arising out of or in connection with this Agreement shall be resolved in the appropriate Federal or State court located in the State of Florida.

6.8 Entire Agreement. The parties agree that this Agreement (together with the Exchange of Proprietary Information and Non-Disclosure Agreement effective _____, as amended, executed by Identitech and Customer) is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof which supercedes all proposals or agreements, oral or written, and all other communications between the parties related to the subject matter of this Agreement.

6.9 No Authority to Bind. Neither party shall bind the other party to any term, condition, obligation or provision contained in a contract.

6.10 Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

6.11 Captions. Captions contained in this Agreement are for reference purposes only and do not constitute part of this Agreement.

6.12 Notices. All notices made hereunder must be in writing and given either by personal delivery, by certified first class postal, or by overnight courier and will be deemed to have been given or made when

actually received, by the receiving party at the following addresses (or such other address for a party as shall be specified by like notice):

IDENTITECH, INC.
780 S. Apollo Boulevard
Melbourne, Florida 32901
Attn: President

Attn:

6.13 Compliance With Other Agreements. Each party represents and warrants to the other party that in entering into this Agreement and carrying out its provisions, it will not be violating any agreement or obligation it may have with any other party.

6.14 Assignments. Neither party shall assign this Agreement or any obligations hereunder without the express written consent of the non-assigning party. Any attempt to transfer, delegate or assign this Agreement or any of its rights, duties or obligations under this Agreement without such prior written consent is void.

6.15 Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

_____	IDENTITECH, INC.
By: _____	By: _____
Printed name: _____	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE A

TASK ORDER #__

This Task Order, effective the ____ day of _____, 2001 ("Effective Date"), and is entered into by and between Identitech, Inc. ("Identitech") and _____("Customer") pursuant to that certain Master Consulting Agreement ("MCA") between the parties effective _____, 2000 of which this Schedule forms a part.

Identitech agrees to provide _____ (the "Services") for Customer, under the terms and conditions of the MCA. The Services to be performed are described in detail in this Task Order, which includes Identitech's Statement of Work attached hereto as Exhibit 1 and incorporated herein by reference. In the event of a conflict between this Task Order and the Statement of Work, this Task Order shall govern. Any capitalized terms that are not defined in this Task Order shall have the meaning set forth in the MCA.

1. **TASK ORDER NUMBER**

Identitech's Task Order number is 1. This number will be referenced by Identitech on its invoices submitted to Customer for Task Order #1.

2. **ATTACHMENTS**

The following attachments to this Task Order set forth additional terms, descriptions and information essential to the Project:

Exhibit 1: Statement of Work
Exhibit 2: Cost Proposal

3. **SERVICES AND DELIVERABLES**

a) **Term.** Services will start on _____, 2001 and will terminate on _____, 2000 unless both parties mutually agree to extend the Task Order.

b) **Services and Deliverables.** Identitech shall be responsible for the performance of the Services and the development of the deliverables as described in Exhibit 1, the Project Statement of Work. Exhibit 1 may be supplemented or amended as mutually agreed upon by both parties in writing.

c) **Evaluation of Deliverables.**

i) Evaluation of Deliverables: Customer shall have a period of thirty (30) days after delivery to Customer of Phase I to evaluate the workflow and document management peripheral technologies. If Customer notifies Identitech in writing of a nonconformance or of the unacceptability of a deliverable prior to expiration of the thirty (30) days, then Identitech shall promptly use all reasonable efforts to correct the nonconformance within five (5) business days, whereupon Customer shall receive an additional five (5) business day period, commencing upon Customer's review of the corrected deliverable, to verify that all nonconformances have been satisfactorily corrected. If Customer notifies Identitech in writing prior to the expiration of the five (5) business day period that a nonconformance has not been corrected, then the correction and verification cycle provided herein shall repeat until all nonconformances are corrected. The deliverable shall be deemed automatically accepted by Customer upon expiration of the applicable evaluation period unless Customer notifies Identitech, as provided above, of an uncorrected nonconformance

****Sample. Printed copies valid within 30 days from 12/14/01****

during such period.

ii) Completion of Deliverables: Identitech may request in writing an acknowledgment of completion of a key deliverable from Customer which may include direction to proceed to work on the next deliverable. Customer will consider any such request in good faith and will use its reasonable efforts to provide such acknowledgment as and when appropriate.

4. PROJECT RESOURCES/ISSUE RESOLUTION

a) **Identitech.** Identitech will provide Project resources as described in the Resource Plan Section in the Statement of Work. Identitech may assign different consultants other than those named.

b) **Project Management.** Customer will provide _____ as Project Manager for the Project, or, at its option, Customer may assign a different Project Manager.

c) **Issue Resolution**. Customer and Identitech each agree to use their reasonable efforts to resolve promptly any functional, technical and/or cost overrun issue that may arise during the course of the Project. The parties agree to negotiate in good faith to the end that a resolution of any such issue be made with ten (10) business days after it has been brought to the attention of both parties. However, each party acknowledges that certain issues, by their nature, may require more time to resolve and in these situations, each party agrees to use its good faith and reasonable efforts to expedite the resolution. To the extent that an issue for which options have been delineated remains unresolved and contested by the parties in good faith, and such issue jeopardizes progress toward milestones, or such an issue requires intensive investigation efforts, then efforts to resolve such an issue shall serve as the basis for a written change order to the Task Order for the sole purpose of extending, as appropriate, the date(s) by which Identitech's Services are anticipated to be complete. Any such change order shall be in a form acceptable to, and executed by, both parties and shall be made a part of the Task Order. Nothing herein shall be construed, however, to limit the obligations of Customer or Identitech pursuant to the MCA or this Task Order.

Notwithstanding the foregoing or anything to the contrary contained in Section 3.0 of the MCA, if there appears no reasonable likelihood that an issue will come to a mutually agreeable resolution within thirty (30) days after the issue has been brought to the attention of both parties, then either party may immediately terminate the Task Order and the parties will have no further obligation for performance under the terminated Task Order. Customer agrees to immediately pay Identitech all sums due under the terminated Task Order and any outstanding invoices arising from the Task Order.

5. COST AND PAYMENT PLAN

a) **Professional Fees.** Identitech's fees for Services performed under this Task Order are identified on the Cost Proposal attached hereto as Exhibit 2. Identitech agrees that the total cost for all Services required to achieve completion of Phase I of the Project as provided in the MCA and this Task Order, excluding travel and lodging expenses, recommended training and maintenance, shall be a fixed price, subject to Section 1 of the MCA. Additional Services may be performed under this Task Order by mutual, written agreement of the parties, and shall be performed on a time and materials basis based upon Identitech's then current price list.

b) **Expenses and Payment.** Except to the extent modified by this Section 5, the terms of Section 2 of the MCA shall apply.

c) **Cost Overruns.** The terms of Section 2.2 of the MCA shall apply to payment for any cost overruns. If Customer disputes a cost overrun, then the issue resolution process outlined in

Section 4(c) hereof shall apply.

d) **Additional Services.** The performance of additional services by Identitech in connection with the Project, if any, must be approved and authorized by Identitech and Customer, in writing, which writing shall become a part of this Task Order. If any additional Services are so authorized, they will be performed by Identitech at the rate set forth in the Cost Proposal attached hereto as Exhibit 2. Payment for additional services shall be made within thirty (30) days following receipt of an invoice for such work issued in accordance with the approval, unless the approval provides for different payment terms.

6. **WARRANTIES**

Identitech represents, warrants and covenants that each employee and permitted independent contractor of Identitech assigned to perform Services under this Appendix will meet the standards of the classification assigned to such employee or independent contractor by Identitech. Any Service or deliverable which is determined by Customer to be below the caliber warranted by Identitech pursuant to this Section 6 shall be corrected by Identitech without charge to Customer provided that Customer informs Identitech thereof within ten (10) days of the time it knew of such below warranted caliber Service or deliverable.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order effective the day and year first above written.

_____	**IDENTITECH, INC.**
_____	_____
Signature	Signature
_____	_____
Printed Name of Signature Party	Printed Name of Signature Party
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT 1

(Statement of Work to be inserted)

****Sample. Printed copies valid within 30 days from 12/14/01****

EXHIBIT 2

(Cost Proposal to be inserted)

CONFIDENTIAL

Identitech, Inc.
Software License Agreement

Licensor: Identitech, Inc. (hereinafter "Licensor")

Licensee: _____

Address: _____

_____

_____

Phone: _____ Fax: _____

Email: _____

Effective Date: _____

This Agreement, together with any Product Schedules, appendices, exhibits, or other attachments hereto, are hereby individually incorporated into and collectively made part of the Agreement. The terms of the Agreement shall be binding on any successor to or permitted assign of Licensor or Licensee.

LICENSE: Licensor agrees to grant hereby and Licensee agrees to accept a fully paid, non-exclusive and perpetual license to use the software program(s) ("the "Products"), enumerated in the associated Annual Software Support Agreement (the "Support Agreement"), on the Central Processing Unit(s) ("CPU(s)") and the operating system(s) at the geographic location(s) and for the quantity of users described in the product purchase documentation on the terms and conditions hereunder. All products licensed under this Agreement are proprietary to Licensor and may not be sublicensed by Licensee for lease or resale. The licensed products may not be used by Licensee in an Application Service Provider ("ASP") or Service Bureau ("SB") environment. Identitech software may also include some third party software products for which Identitech is an authorized reseller. All terms and conditions of this Software License Agreement also pertain to any such third party software products.

1. TERM:

The license term shall begin on the date a Product is delivered to the Licensee's installation location(s) and continue in perpetuity. The license granted herein with regard to the Product shall remain in force until either party, with written notice, terminates the license hereunder in accordance with the terms hereof.

2. PAYMENT:

Upon execution of this Agreement, Licensor shall invoice Licensee for the initial Products ordered. Licensee shall pay Identitech within thirty (30) days of the date of invoice. Identitech can accrue interest in the amount of 1.5 percent monthly on all overdue accounts and add a 1 percent administrative fee to all overdue invoices; however, no interest will be charged on any disputed amounts. Licensee shall pay all applicable freight and insurance charges. All payments will be made in U.S. dollars. Non-payment or late payment can result in termination of the Agreement. Payment for all Identitech billable services and training shall be due upon receipt of invoice.

******Void if not executed within 30 calendar days from: 12/14/01******

Invoices shall be submitted to:

_____
_____
_____
_____

3. RETURNS:

Upon receipt of the Product from Licensor, Licensee shall have the right to examine the Product in confidence for a period not to exceed thirty (30) days. If within thirty (30) days after receipt of the Product, Licensee returns the Product and terminates the Product license and the Support Agreement Licensee shall be entitled to receive a full refund of any License fees paid and shall have no further obligation to pay License fees. No other returns shall be authorized except as provided for herein.

4. TERMINATION AND REMEDY:

(a) **Early Termination**. Each party has the right to terminate a Product license and pursue injunctive relief if the other party breaches or is in default of any material obligation hereunder where such a breach or default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of breach or default.

(b) **Insolvency**. Either party may terminate this Agreement by written notice in the event the other party makes any assignment for the benefit of creditors, admits its insolvency, or is adjudicated bankrupt or insolvent by any court of competent jurisdiction; any trustee or receiver is appointed for the other party or for any of the other party's property; or the other party files any involuntary petition under any bankruptcy or similar law providing for the other party's reorganization, dissolution, liquidation or winding up.

(c) **Remedy**. In the event Licensee terminates this Agreement or a Product license for the reason of (a) or (b) above, Licensor shall return to Licensee any prepaid advance payments it received for the terminated Product license and provided to Licensee hereunder prorated from the effective date of termination calculated as if the term was five (5) years. Licensee shall destroy or return all terminated Product(s).

5. WARRANTIES:

(a) **Product Warranty**. Licensor warrants that all Products licensed hereunder will reasonably perform the functions described in the representations, documentation and specifications provided by Licensor for a period of ninety (90) days from the date of receipt of the Product by Licensee, except to the extent the Product was modified by Licensee and where such modification was the cause of nonperformance. In the event a Product does not operate, Licensee shall promptly notify Licensor and make available relevant information, such as dumps and listings, to the Licensor. Licensor will repair or replace the defective Product during the warranted period without further charge to Licensee. In the event Licensee's hardware or software was responsible for the Product not being operational, Licensee agrees to compensate Licensor at its billing rates, not to exceed a normal and customary amount, for all time incurred by Licensor in locating and correcting the problem. Any work performed by Licensor at a place designated by Licensee other than the place of business of Licensor requires prior written approval from Licensee and shall entitle Licensor to compensation of any out-of-pocket expenses incurred. Out-of-pocket expenses means the reasonable and customary charges for the actual travel and living expenses incurred, as supported by copies of receipts. Licensor also warrants that to the best of its knowledge, the Product does not include or contain any virus, clock, timer, counter, or other disabling hardware device, code, design or routine which will cause the Product to be erased, become inoperable or otherwise restrict Licensee's use of the Product.

(b) **Media Warranty**. Licensor warrants the physical tapes, diskettes or other media ("Media") it uses for distribution of Products and the physical documentation to be free of defects in materials and workmanship under normal use for a period of ninety (90) days from the date of Licensee's installation of the Product. Any Media or documentation found defective will be promptly replaced by Licensor.

(c) **Non-Infringement Warranty**. Licensor warrants and represents that it owns the Products or has the right to grant a license and that the Products hereby licensed do not infringe upon or violate any US intellectual property right.

(d) **Limitations on Warranties.** EXCEPT AS PROVIDED IN THIS SECTION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN PARTICULAR, WITH RESPECT TO ANY PARTICULAR APPLICATION, USE, OR PURPOSE, LICENSOR DOES NOT WARRANT THAT THE PRODUCTS WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE PRODUCTS WILL OPERATE IN THE COMBINATIONS WHICH LICENSEE MAY SELECT TO USE, OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

The warranties contained in this Section 5 are made in lieu of all other express or implied warranties, whether oral or written. Only an authorized officer of Identitech may make modifications to this warranty or additional warranties binding on Identitech, and such modifications or additional warranties must be in writing. Accordingly, additional statements such as those made in advertising or presentations, whether oral or written, do not constitute warranties by Identitech and should not be relied upon as such.

6. EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND LIMITATION OF LIABILITY:

(a) **Exclusive Remedies**. Except as expressly provided otherwise herein, for any breach of the warranties specified herein, Licensee's exclusive remedy, and Licensor's entire liability shall be the correction of Product errors and/or replacement of Product Media and/or physical documentation. However, if Licensor is unable to make the Product operate as warranted, Licensee shall be entitled to terminate the Product license and recover all license fees paid to Licensor for the terminated Product. Licensee shall destroy or return all terminated Product(s) and no further license and service fees shall be due or payable for the terminated Product.

(b) **Limitation of Liability**. In no event shall either party be liable for any actual, indirect, incidental, special or consequential damages resulting from a claim, demand or cause of action, including lost profits, revenue, data or use, incurred by either party or any third party, except where caused by fraud, gross negligence, or the willful misconduct of an employee, subcontractor, or representative of the party which caused the damages. Where personal injury, death or loss of or damage to property is the result of the joint negligence and/or willful misconduct of Licensee and Licensor, each party's liability shall be in proportion to its allocable share of such joint negligence and/or willful misconduct.

Licensor's liability for damages hereunder shall in no event exceed the amount of the license fees paid by Licensee under this Agreement except for the Licensor's liability for damages resulting from an action in tort or the infringement of the copyright of a third party.

7. INDEMNITY:

Licensor hereby agrees to indemnify and hold harmless Licensee from all claims whatsoever resulting from any alleged or actual infringement of U.S. intellectual property rights. . The foregoing indemnity obligations shall be contingent upon the following:

(a) Licensee shall give prompt written notice to Licensor of any claim, demand or action for which indemnity is sought;

(b) Both parties shall fully cooperate in the defense or settlement of any such claim, demand or action. Licensee has the right to representation by its own counsel at its own expense; and

(c) The parties to the Agreement shall obtain the prior written agreement of the other party concerning any settlement or proposal of settlement, such agreement shall not be unreasonably withheld.

8. CONFIDENTIAL INFORMATION:

Each party agrees that, upon receipt of confidential information or proprietary data from the other party hereunder, such party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent disclosure and to protect confidentiality. Restrictions on disclosure or use of confidential information or proprietary data shall apply to any information other than that which: (1) is or becomes a part of the public knowledge or literature through no act or omission of Licensee, (2) was in Licensee's lawful possession prior to the disclosure under this Agreement, (3) is lawfully disclosed hereafter to Licensee by a third party who, to Licensee's best information, did not acquire the information directly or indirectly from Licensor under an obligation of confidentiality, or (4) was independently developed by Licensee without the use of information disclosed under this Agreement. Notwithstanding the foregoing, the parties agree that the following elements of the Products shall be considered Licensor's confidential information whether or not identified as such: (a) Identitech software documentation; (b) pricing for Identitech software and services; and (c) Identitech's proprietary techniques with regard to Product function, regardless of how supplied to the Licensee.

During the term of the Agreement, Licensee may employ or contract with software development vendors other than Licensor ("Contractors") to develop applications solely for Licensee. All such applications shall be the property of Licensee. A Contractor shall have the right to use the Products licensed in the performance of Contractor's development of applications for the benefit of Licensee, provided Contractor has executed an agreement binding Contractor to abide by the terms of this Agreement during Contractor's performance of services for Licensee and Contractor shall agree that Contractor shall prevent the disclosure and protect the confidentiality of the Product and all written information received from Licensee, and Contractor shall return the Product and all written information to Licensee upon completion of application development. Licensee shall the obligation to ensure Contractor's compliance with this Agreement.

9. MAINTENANCE SERVICES:

Maintenance service for Products, as described in the Support Agreement to be executed concurrently herewith, is a requirement during the initial term of this license agreement and any renewals or extensions thereafter. Maintenance service provides access to Licensee to all the latest revisions, error corrections, support and enhancements available from Licensor.

10. USE:

Licensor agrees that a Product (as well as any services which are provided in connection with this Agreement) may be used not only by Licensee for itself but also by or for its Subsidiaries, and may be used by Licensee's agent or Contractor for the exclusive benefit of Licensee and its Subsidiaries, without restriction. A Licensee's subsidiary ("Subsidiary") means any organization in which the Licensee has 51% or more ownership.

Notwithstanding anything in this Agreement to the contrary, Licensee understands and agrees that the license(s) granted hereunder are intended to be used solely in a single business entity environment. Licensee warrants it will not use the licensed Product(s) in an Application Service Provider (ASP) environment, or for any other on-line use where a licensed Product is available and/or accessible to any other company, entity or person.

Licensee may continue to have unrestricted use of any Product, in accordance with the terms and conditions of the Agreement, during any dispute between Licensee and Licensor provided all fees due Licensor are paid and Licensee is proceeding in good faith to resolve any dispute.

Licensee may copy and use any Product at a disaster recovery site in the event Licensee suffers a disaster during which Licensee cannot operate the Product on its CPU and/or location identified on the applicable Product Schedule or for testing preparedness at a disaster recovery site, for as long as a disaster is continuing or a test is in progress.

Licensee may copy the Product and related documentation solely for Licensee's use as an archival copy or for back-up purposes to restore the Product in the event of a Product failure or Licensee's system failure.

Remedy. If Licensee breaches any of the foregoing restricted rights, Licensee shall, at Identitech's option and immediately upon Identitech's demand discontinue use of the Software and return or destroy, at Identitech's option, all copies of the Software in its possession to Identitech. Licensee shall certify to Identitech, in writing, that the Software has been destroyed if Identitech elects this option. All rights granted to Licensee for use of the Software will immediately terminate without further notice.

11. SOURCE CODE:

If requested by Licensee, Licensor shall place a current copy of the source code of the most current release and version of the Product licensed under the Agreement in the possession of a mutually agreeable escrow agent ("Agent") in machine readable form with all media, documentation and related materials. Licensor shall promptly provide Agent with a new, replacement, or modified copy of the source code each time the Licensor provides a new release or Licensee acquires a new version, or update to the Product. The terms and conditions of the escrow shall be set forth in a separate escrow agreement. Licensee shall pay all fees charged by Agent in connection with the placement and maintenance of the source code in the escrow account.

12. ASSIGNMENT

This Agreement may be assigned by either party ("Assigning Party") to an entity that acquires 51% or more ownership controlling interest in the Assigning Party ("Assignee"), provided the Assignee assumes all liabilities and obligations of the Assigning Party and the Assigning Party provides written notice to the other party ("Nonassigning Party") no later than 30 days after assignment. All other assignments shall require the prior written permission of the Nonassigning Party, and absent such prior written permission shall be null and void.

13. ENFORCEMENT

If the terms of this Agreement are enforced by litigation the prevailing party is entitled to collect its reasonable attorney's fees and other costs incurred from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is duly authorized by all necessary and appropriate corporate action to execute this Agreement.

LICENSEE	**IDENTITECH, INC.**
_____	_____
Signature	Signature
_____	Hugh C. Jacobs, Jr.
Printed Name Of Signature Party	Printed Name of Signature Party
_____	VP Finance
Title	Title
_____	_____
Date	Date
	Identitech Internal Review_____

Void if not executed within 30 calendar days from: 12/14/01

Identitech, Inc.
Annual Software Support Agreement

Customer:

Installation Location:

Invoice to:

Contact:

Telephone:

Term Commences:

Object Server Security Key No.'s:

Quantity	ID #	No.Description	Cost

GRAND TOTAL.....$

Rev 09/01/00

Void if not executed within 30 calendar days from: 12/14/0109/47/01

1. **Coverage.**

IDENTITECH, INC. ("Identitech") shall provide the Customer technical support for the specified installation location for the Standard Identitech software products. The annual subscription fee shall cover only the maintenance for the Standard Identitech software, (referred to herein as "Identitech software"); maintenance for any Identitech Custom Software and/or professional services shall be provided under this Agreement only upon written pre-authorization from Identitech, and shall be billed on a time and materials basis.

2. **Definitions.**

(a) Updates: Bug fixes, error corrections, or non-function-enhancing minor releases of the Identitech software that are published by Identitech and are made generally available by Identitech to its customers.

(b) Enhancements: Changes and additions to Identitech software, which render it capable of performing add-on related basic functions that are published by Identitech and are made generally available by Identitech to its customers.

(c) Releases: Subsequent versions of an Identitech software product that are published by Identitech, made generally available by Identitech to its customers, and incorporate updates, enhancements, and patches selected by Identitech for incorporation into the basic product configuration.

(d) Patches: Minor changes to the Identitech software or operational techniques which are published by Identitech, made generally available by Identitech to its customers, and alter performance characterizations that do not affect run time but that detract from optimal Customer application of the Identitech product.

(e) Technical support: Telephonic and other consultative assistance provided by Identitech to enable Customers to optimally utilize the Identitech software product.

3. **Scope of Services.**

(a) Software Subscription Service. Identitech shall provide the Customer, on an ongoing basis, all Updates, Enhancements, Releases and Patches developed for the Identitech software product covered by this Agreement

Customer agrees to promptly install any Update, Enhancement, Release or Patch provided by Identitech pursuant to this Agreement. Identitech's obligation to continue to provide service hereunder is conditioned upon Customer installing the latest version of the Identitech software, including any Updates, Enhancements, new Releases or Patches. Identitech shall have no obligation to provide support or

maintenance services for any problem that has been addressed in an Update, Enhancement, Release or Patch provided by Identitech that Customer has declined to use.

(b) Technical Support. Identitech shall provide the Customer with technical support through telephone and/or electronic ("email") consultative assistance during the term of this Agreement. Identitech shall provide such technical support during Identitech's normal work hours of 8:00 a.m. to 5:00 p.m., Eastern time, Monday through Friday, excluding the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day.

After-Hours Support. Identitech shall provide the Customer with technical support during the term of this Agreement via pager outside Identitech's normal work hours. Identitech will respond to the technicians as promptly as possible, but in no event more than two (2) hours from the time the page is received. Time per call will be billed in 15 minutes increments. Identitech's then current hourly rate will apply.

4. **Exclusions.**

Service requested or required to be performed as a result of the following conditions is beyond the scope of this Agreement and is not included in the scope of services.

(a) Changes or alterations to or relocation of any equipment or software with which the Identitech software product performs, when not specifically authorized in writing by Identitech.

(b) Any negligent act attributable to the Customer, its employees and agents, such as misuse, neglect, abuse or accident, as well as failure to provide and maintain a suitable operating environment in conformance with established cleanliness, temperature, and humidity specifications.

(c) Any system or operational failure not attributable to the Identitech software product, such as failure of external electrical equipment, including air conditioning, or the failure of any equipment or software not furnished or maintained by Identitech.

(d) Any inclusion or addition to the FYI system of non-supported hardware or software configurations as defined in Identitech's most current statement of supported hardware and software configurations.

(e) Any system or operational failure resulting from any application or function of the Identitech software for which it was not designed or warranted.

(f) Technical support performed at Customer's site as a result of a system problem or malfunction not caused by an Identitech product for which service is provided under this Agreement.

(g) Legacy System - an Identitech supplied system that was released by Identitech more than twelve calendar months ago.

(h) Previously resolved errors - an error that Identitech has resolved through an update, enhancement, new release or patch and Customer has failed to install such update, enhancement, new release or patch.

5. **Term**.

(a) The initial term of this Agreement shall be for one year and shall be automatically renewed on an annual basis thereafter, subject to earlier termination as described in Sections 5(b) and 5(c), or unless either party notifies the other party in writing ninety (90) days prior to the end of the original term or renewal term. Renewal of expired agreements may be subject to additional fees in accordance with the Identitech Price List in effect at the time of renewal.

(b) Either Party may terminate this Agreement if a default by the other Party under this Agreement remains uncured for more than thirty (30) calendar days after the defaulting Party is notified in writing of the default. Failure to pay for service is a default of this Agreement.

(c) Either party may terminate this Agreement by written notice in the event the other party makes any assignment for the benefit of creditors, admits its insolvency, or is adjudicated bankrupt or insolvent by any court of competent jurisdiction; any trustee or receiver is appointed for the other party or for any of the other party's property; or the other party files any involuntary petition under any bankruptcy or similar law providing for the other party's reorganization, dissolution, liquidation or winding up.

6. **Payment and Prices**.

(a) Customer shall pay to Identitech the yearly price for software subscription service and technical support as specified on the then-current Identitech Price List. The first year's payment shall be made in full upon execution of this Agreement, and subsequent annual fees shall be due on or before each renewal date.

In the event Identitech is required to send personnel to Customer's site to provide technical support to correct any apparent problem or malfunction of the Identitech product and it is determined that the problem or malfunction did not occur as a result of the Identitech product, Customer shall reimburse Identitech for all costs and expenses, including labor, incurred as a result of providing such support at the

Customer's site. Labor will be billed at Identitech's then current prevailing hourly rate.

(b) Identitech reserves the right to change prices for any renewal term of this Agreement by providing Customer with sixty (60) days written notice prior to any increase or decrease in the annual charge.

Additionally, for enterprise or site licenses, if Customer has experienced user/server/site growth due to merger, acquisition or other causes and/or it is determined that the number of actual users is more than 10% above the number of users used in the calculation of the enterprise or site license price, Identitech shall have the right to increase the yearly price for software subscription service and technical support by an amount to include the actual percentage of increase in user/server/site growth.

7. **Taxes.**

All prices for Identitech software subscription service and technical support are exclusive of any federal, state, and local sales, use, or excise taxes. Customer agrees to pay any such taxes levied as a result of this Agreement and any renewals, regardless of whether the applicable tax was in existence upon the first day of the initial term or any renewal term.

8. **Limit of Liability.**

In the event Identitech fails to perform its obligations under this Agreement, Identitech shall have no liability to Customer beyond general money damages in the amount not to exceed the charges paid by the Customer for service for the initial term or renewal term in which the failure to perform occurs. Identitech shall in no event be liable for any incidental, special, or consequential damages of any nature whatsoever, including, but not limited to, loss of use, loss of media or data, or loss of profit. Identitech's obligations and warranties under this Agreement are in lieu of all other warranties, expressed or implied, and of all other obligations for liabilities for damages.

9. **Force Majeure.**

Identitech shall not be responsible for failure to perform, or delayed performance of its obligations hereunder to the extent that such failure is due to causes beyond Identitech's control and occurring without fault or negligence of Identitech, such causes including, but not limited to, acts of God, war, acts of any government or any subdivision thereof, fire, explosions, epidemics, quarantine restrictions, riots, strikes, labor disputes, lock-outs, embargoes, severe weather conditions, delays in transportation, shortages or materials or delays of supplies or subcontractors, or similar causes.

10. **General Provisions.**

(a) Total Agreement. This Agreement supersedes any prior agreements, written or oral, between the parties and contains the entire understanding between the parties relative to software subscription service or technical support and, except as provided herein, may be amended or altered only in writing, executed by an authorized officer of Identitech. Only an authorized officer of Identitech may make modifications to Identitech's obligations and warranties binding on Identitech, and such modifications must be in writing. Accordingly, additional statements such as those made in advertising or presentations, whether oral or written, do not constitute additional obligations or warranties by Identitech and should not be relied upon as such.

(b) Waivers. In event of any default by Customer, Identitech may decline to perform any further maintenance and service without in any way affecting its rights under this Agreement. If, despite any default by Customer, Identitech elects to continue to perform service, its actions shall not constitute a waiver of any default by Customer or in any way affect Identitech's legal remedies for default.

(c) Indemnification and Warranty. This is a contract for services. Identitech warrants only that the services shall be provided in accordance with general industry standards by skilled and competent personnel. All warranties, guarantees, indemnities and other similar matters with respect to the Products are set out pursuant to the express terms of the Software License Agreement. Customer acknowledges that the provisions contained in Software License Agreement dealing with exclusions and limitations on the liability of Identitech, shall apply, with the necessary changes, to this Agreement and the services provided hereunder and are hereby incorporated by reference.

(d) Attorneys' Fees and Collection Costs. If Identitech employs an attorney or collection agency, or both, to collect an amount owed by Customer under this Agreement, Customer shall pay Identitech the amount of such fees incurred in addition to any other relief to which Identitech may be entitled.

(e) Unenforceable Provision. If any portion of this Agreement shall be determined to be invalid and unenforceable, the remainder shall be valid and enforceable to the extent possible.

(f) Assignment. Customer's rights and obligations under this Agreement shall not be assignable by Customer, in whole or in part, by operation of law or otherwise, without the prior written consent of Identitech.

(g) Right to Audit. Identitech shall have the right to audit Customer's use of the Software, including, but not limited to, the number of users and the use of the functionality of the Software. Customer shall, upon request of Licensor, provide access to those of its books and records that contain information pertaining to its use of the Software. This right to audit shall be exercised no more than two (2)

times per year and shall be at reasonable times and with reasonable notice to Customer.

Customer represents that it has read this Agreement, including terms and conditions, understands it, and agrees to be bound thereby.

BUYER	IDENTITECH, INC.
Accepted by: _____	Accepted by: _____
Name: _____	Name: Hugh C. Jacobs, Jr.
Title: _____	Title: VP Finance
Date: _____	Date: _____

Identitech Internal Review _____

Void if not executed within 30 calendar days from: 12/14/0109/17/01

EXCHANGE OF PROPRIETARY INFORMATION AND NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 200_ (the "Effective Date"), by and between IDENTITECH, INC., a Florida corporation having its principal place of business at 780 South Apollo Boulevard, Melbourne, Florida, 32901,USA (hereinafter referred to as "Identitech"), and _____, a _____ corporation having its principal place of business at _____ (hereinafter referred to as "_____").

WITNESSETH:

WHEREAS, Identitech and _____ wish to pursue exploratory discussions concerning collaborative business and technological ventures; and

WHEREAS, during the course of discussions it may become desirable or necessary for the parties hereto to disclose to each other certain technical or business information of a proprietary or confidential nature, hereinafter referred to as "Proprietary Information"; and

WHEREAS, the parties hereto are willing to provide for the conditions of such disclosure of Proprietary Information and the rules governing the use and the protection thereof;

NOW, THEREFORE, the parties agree as follows:

1. As used in this Agreement the term "Proprietary Information" shall mean any information or data disclosed by either party to the other, pursuant to this Agreement, either in writing or orally, whether or not identified as such, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples, models, software documentation, proprietary techniques with regard to product functionality, or any means of disclosing such Proprietary Information that Identitech and _____ may elect to use during the life of this Agreement.

2. Nothing in this Agreement may be construed as compelling either party hereto to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.

3. Each party, to the extent of its right to do so, shall disclose to the other party only such Proprietary Information which the disclosing party deems appropriate to fulfill the objectives of this Agreement as set up in the recitals. Identitech and _____ hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of their respective countries, including the laws and regulations of the United States concerning the import and export of technical data and computer software.

4. Any information or data in whatever form disclosed by either party to the other and which is designated as proprietary to the disclosing party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (five (5) days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing party, shall be subject to the relevant terms and conditions of this Agreement.

5. The receiving party hereby covenants that, for a period of three (3) years from the termination date of the Agreement described in paragraph 12, the Proprietary Information received from the disclosing party shall:

   (a) be protected and kept in strict confidence by the receiving party which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care;

   (b) be only disclosed to and used by those persons who have a need to know and solely for the purpose specified in this Agreement, within the receiving party's organization and to its professional advisors, provided that in this latter case the disclosing party so notifies the other party and obtains the authorization from the other party to make such disclosure, such authorization not being unreasonably withheld, and provided that such advisor(s) agree(s) to be bound by the terms and conditions of this Agreement;

   (c) not be used in whole or in part for any purpose other than the purpose of this Agreement as specified in paragraph 3 without the prior written consent of the disclosing party (this prohibition against use includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products (including software in any form), services or Proprietary Information without prior written authorization from the disclosing party to sell, license or otherwise exploit such products, services or Proprietary Information);

   (d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in subparagraph (b) above;

   (e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing party.

6. Any Proprietary Information and copies thereof disclosed by either party to the other shall remain the property of the disclosing party and shall be returned by the receiving party immediately upon request.

7. Except as aforementioned, the receiving party shall have no obligations or restrictions with respect to any Proprietary Information, which the receiving party can prove:

   (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving party; or

   (b) is already known to the receiving party, as evidenced by written documentation in the files of the receiving party; or

   (c) has been lawfully received from a third party without restrictions or breach of this or any other agreement concerning the non-disclosure of Proprietary Information; or

   (d) has been or is published without violation of this Agreement; or

   (e) is independently developed in good faith by employees of the receiving party who did not have access to the Proprietary Information; or

   (f) is approved for release or use by written authorization of the disclosing party; or

   (g) is not properly designated or confirmed as proprietary.

SAMPLE. Printed copies valid for 30 calendar days from: 10/24/00

8. Classified information shall not be disclosed pursuant to this Agreement.

9. It is expressly understood and agreed by the parties hereto that the disclosure and provisions of Proprietary Information under this Agreement by either party to the other shall not be construed as granting to the receiving party any rights, whether expressed or implied, by license or otherwise, on the matters, inventions or discoveries to which such Proprietary Information pertains or any copyright, trademark or trade secret rights.

10. The execution, existence and performance of this Agreement shall be kept confidential by the parties hereto and shall not be disclosed by either party without the prior written consent of the other.

11. This Agreement, including all rights and obligations of the parties hereto, except the obligations specified in paragraph 13 below, may be terminated by operation of law and without demand by either party at any time on thirty (30) days prior written notice to the other.

12. Unless earlier terminated as aforesaid in paragraph 11 hereof, this Agreement shall expire ten (10) years from the effective date hereof.

13. The end or termination of this Agreement shall not relieve the receiving party of complying with the obligations imposed by paragraph 5 thereof with respect to the use and protection of the Proprietary Information received prior to the date of the termination or end of this Agreement. Such obligations shall continue for the period applicable as set forth in said paragraph.

14. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Florida, USA without resort to its rules on conflicts of laws.

15. The foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, whether oral or written, acceptances, understandings and agreements between the parties with respect to or in connection with any of the matters or things to which such agreement applies or refers.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives.

	IDENTITECH, INC.
_____	
_____	_____
Signature	Signature
_____	Nicholas L. Lewis
Printed Name of Signature Party	Printed Name of Signature Party
_____	SVP Operations
Title	Title
_____	_____
Date	Date

SAMPLE. Printed copies valid for 30 calendar days from: 10/24/00