



## **EAGLE ADVANTAGE SOLUTIONS, INC. STANDARD MAINTENANCE AGREEMENT**

### **I. GENERAL SCOPE**

Subject to execution of this Agreement, Eagle Advantage Solutions, Inc. (EAS), or its authorized agents or subcontractors, shall provide maintenance service in accordance with the level indicated above Customer's signature (such levels are as described in "Exhibit A" attached hereto and made a part hereof).

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of one (1) year (see attached "Exhibit B"). The Agreement shall be automatically renewed for successive similar periods, until the time Equipment and/or Licensed Program(s) are no longer supported by EAS.

In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party.

### **II. COVERED EQUIPMENT**

- A.** This Agreement shall apply to the maintenance services set forth in Exhibit A and the Equipment and/or Licensed Program(s) set forth in Exhibit B.
- B.** Equipment not previously under this Agreement is subject to a pre-maintenance inspection. Customers shall be charged in accordance with EAS's then current standard Time and Material rates (including applicable travel expenses) for such inspection and for all parts and labor necessary to place the Equipment in good operating condition. This inspection applies to Equipment previously under an Agreement, if said Agreement has not been renewed within a thirty (30) day period of expiration.

### **III. EXCEPTION TO COVERAGE**

- A.** Damage to the Equipment or its parts arising out of accident, misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond EAS's control (including environmental conditions or acts of God) are not covered and may subject Customer to a surcharge or cancellation of the Agreement. In addition, EAS may terminate this Agreement in the event the Equipment or Licensed Program(s) are modified, damaged, altered, or serviced by personnel other than those employed/contracted by EAS, or if parts, accessories, or components not authorized by EAS are attached to the Equipment. Any unauthorized modification to the Equipment or Licensed Program(s) by the Customer will void the terms of this Agreement with no rebate.
- B.** EAS will not support hardware for a period beyond the time that the respective hardware is supported by the hardware manufacturer. At such time as the hardware is no longer supported by the manufacturer, EAS will notify Customer and will identify the date said hardware will cease to be covered by the maintenance agreement (a period of not less than ninety (90) days). Upon expiration of the maintenance of discontinued hardware, EAS will reimburse the amount of maintenance dollars pre-paid during any contracted period with respect to that hardware.
- C.** The Services provided herein do not include consumable items such as toner cartridges, printer ribbons, Equipment re-location, etc.
- D.** EAS does not provide analysis of Customer's database and program output.

- E. While EAS products interface to or utilize third-party software or hardware, the support offered by EAS does not include material effort by EAS to aid clients with problems with products other than the Licensed Program(s). However, EAS Customers shall report third-party software behavior that appears to be contrary to product documentation. EAS may request that a listing, or magnetic media, containing a simple demonstration of the suspected malfunction be submitted for study by EAS support staff. The EAS support staff may then report their findings to the authorized third-party software support contact.
- F. EAS does not support or correct errors for custom-designed or customized programs that are developed for and provided to a specific Customer that are not part of the overall Licensed Program(s).

#### **IV. CUSTOMER'S RESPONSIBILITIES**

- A. Customer shall notify EAS of any Equipment or Licensed Program(s) failure in accordance with the procedures set forth in the master agreement. Customer shall allow full access, including access to interconnected Equipment on-site or remotely when required to effect necessary adjustment and repairs, and will provide a safe environment in which to work.
- B. Customer shall not make, alter, or attempt to make repairs or alterations, or perform maintenance or cause repairs to be made, or have maintenance performed by third parties on the Equipment and/or Licensed Program(s) listed in Exhibit B during the term of this Agreement. In the event the Customer makes unauthorized alterations, additions, adjustments to, or repair of the Equipment and/or Licensed Program(s) that adversely affects EAS's ability to render service to the Equipment and/or Licensed Program(s), EAS reserves the right to terminate this Agreement immediately upon written notice to Customer or be paid by Customer at EAS's then current standard Time and Material rates for the repair of Equipment and/or Licensed Program(s) failures resulting from the performance of any repairs or modifications to the Equipment and/or Licensed Program(s) by other than EAS personnel.
- C. Customer shall maintain a site environment according to the site specifications established by EAS. Equipment which is damaged or inoperable due to improper use, mishandling, power or air conditioning failure, negligence, earthquake, war or acts of terrorism, water damage, external fire or other damage to the Equipment which is caused by elements beyond the control of EAS are not considered normal conditions or usage. Customer shall bear the cost and responsibility for any electrical work and cabling external to the Equipment.
- D. Customer agrees not to move or permit to be moved the Equipment or Licensed Program(s) covered by this Agreement, and as set forth in Exhibit B, without thirty (30) days prior written notice to EAS. EAS reserves the right to supervise the dismantling, packing, and unpacking of the Equipment at the new installation site. Customer shall be charged for all such work performed at the then current standard de/installation rate or in accordance with the then current standard Time and Materials rates, including all parts and labor required to repair any damage caused during movement of the Equipment. Customer is responsible for the shipment of the Equipment and insurance during shipping. EAS shall be under no obligation to continue maintenance service in the event that the Equipment and/or Licensed Programs(s) are moved without EAS's supervision or prior written approval. Equipment and/or Licensed Program(s) moved without EAS's supervision will be subject to inspection and repair if required in order to continue maintenance service under this Agreement. Labor and parts required to bring the Equipment and/or Licensed Program(s) to an acceptable operational level will be invoiced at the then current standard Time and Material rates. In the event the Equipment and/or Licensed Program(s) are moved out of the initial contracted

geographic zone, EAS reserves the right to adjust the annual maintenance fee to reflect charges for the new zone.

- E. Customer is responsible for performing daily backups of the data on the computer system used by the Licensed Program(s) so that the likelihood of data loss is minimized. Customer shall be solely responsible for the operation of the backup software and hardware and for verifying the effectiveness of all such backups. Customer shall provide for safe storage of all backup tapes and/or disks. Customer shall be responsible for keeping its computer system free of computer viruses.**
- F.** Customer is responsible for appointing and maintaining a qualified, trained System Administrator. EAS requests that Customer notify EAS within thirty (30) days when changes are made in the person occupying this position.
- G.** Customer shall provide EAS with access to the computer hardware and related equipment on which the Licensed Program(s) operates, electrical power, telecommunications lines, work space and such other items as may be required to complete maintenance of the Licensed Program(s).
- H.** Customer will provide a dedicated telecommunications line for the server and any other Equipment requiring support. Failure to provide a consistent and reliable telecommunications line will absolve EAS from any obligation to update or repair the Equipment or Licensed Program(s).
- I.** It is highly recommended that all hardware and other equipment used by the Licensed Program(s), regardless of origin, shall be properly maintained in a controlled temperature, dust free, humidity-controlled and protected area.

## **V. SERVICE CALLS**

Service calls under this Agreement will be made to the installation site by authorized EAS personnel, or as agreed to in writing. In addition to service calls made to the installation site, the Customer can request technical support from the EAS Help Desk by calling 1-800-223-4773.

## **VI. REPAIR AND REPLACEMENT OF PARTS**

All parts necessary to the operation of the Equipment listed in Exhibit B, with the exception of those parts listed in Section III (C) herein, will be furnished free of charge during the maintenance period of performance (MPP). All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of EAS.

## **VII. CHARGES**

The initial Annual Maintenance Plan (AMP) fee under this Agreement shall be the amount set forth at the time of Equipment and/or Licensed Program(s) purchase or as set forth in a subsequent EAS invoice. EAS reserves the right to increase AMP fee(s), or to institute new charges or fees, at any time. However, EAS will not institute an increase in fees within a three-year period of a prior increase unless EAS's costs increase substantially due to a price increase implemented by a third-party vendor. Maintenance agreements will be in full effect from the date of shipment of the original hardware to the Customer, and all hardware must be covered under the Maintenance Agreement consecutively from time of delivery in order to be eligible for service.

## **VIII. INVOICES AND PAYMENT**

- A.** The total Annual Maintenance Fee is due and payable upon receipt of a valid EAS invoice.

- B. Additional charges will be invoiced to Customer as incurred and will be due and payable upon receipt of invoice. Such charges may include, but are not limited to, Time and Materials, travel charges (portal to portal including transportation and per diem when applicable) in the event maintenance services are required outside of the Principle Period of Maintenance (PPM), parts and other expenses associated with maintenance service as a result from other than normal wear and tear on the Equipment and/or Licensed Program(s).
- C. The charges specified hereunder are exclusive of taxes. Customer will pay, or reimburse EAS for all taxes imposed on Customer or EAS arising out of this Agreement.

#### **VII. BREACH OR DEFAULT**

- A. Should Customer not pay the Annual Maintenance Plan (AMP) fee, EAS may refuse to service Equipment and/or Licensed Program(s) and/or terminate this Agreement.
- B. In the event the Customer misuses the Equipment and/or Licensed Program(s) in such a way as to cause abnormally frequent service calls or service issues, then EAS may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of EAS, be offered service on a "per call" pre-payment basis at the then current rates.

#### **VIII. WARRANTY DISCLAIMER; LIABILITY LIMITATION**

Other than the obligations set forth herein, EAS disclaims all warranties, express or implied. EAS shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the performance of the Equipment and/or Licensed Program(s) or the loss of its use by Customer. The entire EAS liability for damages concerning performance or nonperformance by EAS of the terms set forth herein regardless of whether the claim for such damages is based in contract or tort, shall not exceed the value of the fees paid to EAS for said maintenance contract.

#### **IX. MISCELLANEOUS**

- A. This Agreement shall be governed by and construed according to the laws of the State of Georgia. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized representatives of EAS and the Customer.
- B. EAS reserves the right to cause service under this Agreement to be provided by an authorized representative. Such use does not relieve EAS of its obligations under this Agreement.
- C. Customer shall not assign or transfer this Agreement without written consent from EAS. Any prohibited assignment shall be null and void.

#### **X. MAINTENANCE PLAN - STANDARD**

(Exhibit A)

[Signature Page Follows]

The Parties have executed and delivered this Standard Maintenance Agreement as of the date shown below.

Accepted By:

\_\_\_\_\_  
(Printed Name of Company)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**EAGLE ADVANTAGE SOLUTIONS, INC.**

By: Cindy L Davison  
(Signature)

Cindy L Davison, Vice-President Customer Services  
(Printed Name & Title)

Date: 2/11/2011

Mail to:

Eagle Advantage Solutions, Inc.  
110 Adamson Square  
Suite B  
Carrollton, GA 30117



**EXHIBIT A**  
**EAGLE ADVANTAGE SOLUTIONS, INC.**  
**MAINTENANCE SCOPE OF WORK**

**STANDARD**

- Unlimited telephone technical support for hardware and software from the EAS Help Desk, twenty-four (24) hours a day, seven (7) days a week via EAS's toll-free technical support number, **1-800-223-4773**.
- EAS Help Desk managed problem escalation, as required, to EAS technical support staff to resolve unique problems. **This does not include support for Customer provided communications networks.**
- Free standard version software upgrades. EAS will perform the upgrades and will schedule mutually agreed upon times during normal working hours to provide this service. Standard version software is software that EAS released to their customer base at no charge to correct the original release and its supported features.
- Telephone response to service calls will be made within four (4) hours from the time the service call was placed.
- On-site maintenance coverage during weekdays (holidays excluded) during normal business hours, 8:00 a.m. to 5:00 p.m. EST, Monday through Friday. Within the three hundred seventy-five (375) mile radius, an EAS Field Service Technician will arrive on site within eight (8) hours. On-site response outside the three hundred seventy-five (375) mile radius will occur within twenty-four (24) hours. All on a "best efforts" basis during normal working hours.

Note: "Best Efforts" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

**PARTS**

Priority shipment of replacement parts. EAS will furnish all parts, boards, and components necessary for the service and maintenance of equipment listed in Exhibit B. For Help Desk Customers, a replacement part will be sent as soon as the requirement is defined. Defective parts replaced by EAS during the performance shall become the property of EAS. **Consumable parts (e.g., toner cartridges, printer ribbons, etc.) will be replaced at the Customer's expense and are not included in this Agreement.**

**ACCESS TO EQUIPMENT**

EAS's Field Service Technician will be provided with full and free access to the equipment and a safe environment in which to work.

## **MAINTENANCE SERVICE**

Maintenance services covered by this agreement do not include maintenance, repair or replacement of defective parts resulting from moving equipment, environmental conditions, acts of God, accident, neglect, misuse, or negligence. Upon request, EAS may agree to perform such excluded services in accordance with the then current rates for Time and Material.

## **HARDWARE LIMITED COVERAGE**

EAS will ensure the proper performance and operation of system hardware listed in Exhibit B for a period of up to and including the time said hardware is supported by the manufacturer. The terms herein shall be in full force and effect from the date of shipment of the original hardware from an EAS facility. EAS will repair/replace components at the sole discretion of EAS during said contracted periods. Hardware must be covered under a maintenance plan continuously from time of delivery in order to be eligible for the services stated herein. At such time as the hardware is no longer supported by the manufacturer, EAS will notify the ordering activity within five (5) working days and will identify the date said hardware will cease to be covered by the maintenance terms herein (a period of not less than ninety (90) days). Upon cessation of the maintenance on the hardware, EAS will reimburse the ordering activity for the unused maintenance dollars per-paid during the contracted period.

Hardware requiring service after the cessation of maintenance will be at the expense of the ordering activity at the then standard commercial published rates for the time and material, and will be wholly dependent upon the availability of replacement parts. Shipping charges for replacement parts will be at the expense of the ordering activity.

## **DEFAULTS AND LIMITATION OF LIABILITY**

Either party shall be in default under this schedule contract if it fails to perform any of its obligations hereunder, and such failure remains uncured for a period of thirty (30) days after written notice from the other party. The entire EAS liability for damages concerning performance or nonperformance by EAS of the terms set forth herein regardless of whether the claim for such damages is based in contract or tort, shall not exceed the value of the said maintenance contract.



**EXHIBIT B**  
**EAGLE ADVANTAGE SOLUTIONS, INC.**  
**EQUIPMENT AND/OR LICENSED PROGRAMS(S)**  
**CATOOSA COUNTY SHERIFF'S OFFICE**

**EQUIPMENT**

- (2) Computer for use with IntelliScreen Livescan
- (2) Monitor for use with IntelliScreen Computer
- (2) Keyboard for use with IntelliScreen r Computer
- (2) Mouse for use with IntelliScreen Computer
- (2) Printer for use with IntelliScreen Livescan
- (2) Fingerprint Scanner for use with IntelliScreen Livescan
- (2) Network Switch
- (2) Livescan Cabinet (if applicable)

**LICENSED PROGRAM(S)**

- IntelliBook Livescan, LSID 112  
Period 01/01/2011 through 12/31/2011
- IntelliBook Livescan, LSID 316  
Period 01/01/2011 through 12/31/2011  
Period 09/01/2011 through 08/31/2012
- Eagle\*Mobile (2 units)  
Period 01/15/2011 through 12/14/2011
- Eagle\*Advantage Software  
Period 02/01/2011 through 01/31/2012
- Eagle\*NET  
Period 02/01/2011 through 01/31/2012
- Eagle\*Mobile, 12 Units  
Period 09/01/2011 through 08/31/2012



# Send Result Report



MFP  
KM-5050

Firmware Version 2GR\_2000.035.002 2010.07.23

Job No. : 065178 Total Time : 0°00'47" Page : 001

## Completed

Document : doc20110223173657



February 8, 2011

**Subject: Request for Consent to Assignment;  
From Comnetix to Eagle Advantage Solutions**

Dear current Comnetix customer:

This letter follows my February 1, 2011 letter that introduced Eagle Advantage Solutions, Inc. (EAS) to your organization. In my letter of introduction, EAS announced its purchase of the EAGLE JMS/RMS, Capture Center, IntelliStore and IntelliMobile suite of software applications from Comnetix, LLC, an L-1 Identity Solutions – Biometrics Division company (Comnetix), and that EAS is a newly formed entity established and wholly owned by current and former employees of Comnetix's Carrollton, Georgia operations.

**In light of the purchase by EAS of the above mentioned line of software applications from Comnetix, we ask that your organization consent to Comnetix's assignment to EAS of all pending orders and existing contracts between your organization and Comnetix. We ask that an authorized representative of your organization sign on the space provided below to acknowledge your organization's agreement and consent to the requested assignment.**

No.	Date and Time	Destination	Times	Type	Result	Resolution / ECM
001	02/23/2011 17:37	19529327181	0°00'47"	FAX	OK	200x200 Fine / On



February 8, 2011

**Subject: Request for Consent to Assignment;  
From Comnetix to Eagle Advantage Solutions**

Dear current Comnetix customer:

This letter follows my February 1, 2011 letter that introduced Eagle Advantage Solutions, Inc. (EAS) to your organization. In my letter of introduction, EAS announced its purchase of the EAGLE JMS/RMS, Capture Center, IntelliStore and IntelliMobile suite of software applications from Comnetix, LLC, an L-1 Identity Solutions – Biometrics Division company (Comnetix), and that EAS is a newly formed entity established and wholly owned by current and former employees of Comnetix’s Carrollton, Georgia operations.

**In light of the purchase by EAS of the above mentioned line of software applications from Comnetix, we ask that your organization consent to Comnetix’s assignment to EAS of all pending orders and existing contracts between your organization and Comnetix. We ask that an authorized representative of your organization sign on the space provided below to acknowledge your organization’s agreement and consent to the requested assignment.**

We would appreciate the return of a signed copy of this letter to Comnetix within ten (10) days to the attention of Mr. Thomas McPherson by fax at (952) 932-7181 or by PDF in an e-mail at [tmcpherson@L1id.com](mailto:tmcpherson@L1id.com). At your earliest convenience, please return the original signed letter via regular U.S. Mail to the following address:

Comnetix, LLC  
c/o L-1 Identity Solutions – Biometrics Division  
Attn: Thomas McPherson  
5705 W. Old Shakopee Road, Suite 100  
Bloomington, MN 55437

Should you have any immediate questions or concerns, please feel free to direct them to me or to Cindy Davison, Vice President of Customer Services, EAS, at 1-800-223-4773. From the entire team at Eagle Advantage Solutions, we eagerly look forward to a long and rewarding business relationship with you.

Sincerely,

Cathy S. Guillebeau  
President

**Acknowledged and agreed:**

By   
Name: Gary R. Sisk  
Title: Major  
Date: February 23, 2011  
Name of organization:

Catoosa County Sheriff's Office



09/20/2017

Catoosa Co Sheriff's Office:

This letter is to certify that the Accident Reporting module of your Eagle\* Advantage software was updated on 09/20/2017 per the specifications provided to Eagle Advantage Solutions, Inc. (EAS) by the Georgia Department of Transportation (GDOT). This serves as affirmation that your software contains the latest version of the Eagle\* Advantage Accident Reporting module and we seek your concurrence.

We appreciate serving you in this effort and look forward to our ongoing relationship. Please sign this letter below indicating your acceptance and return to EAS as soon as possible so we may close this project.

Sincerely,

Cathy S. Guillebeau, President

Catoosa Co Sheriff's Office

Signature of Agency Representative

Gacy R. Sisk, Sheriff  
Print Name and Title of Agency Representative

09/21/17  
Date Signed

**Catoosa County Support Fees**

**CURRENT**

Product	Annual Support	Monthly/Annually
Eagle*Advantage	\$6,960.00	Monthly
Eagle*NET	\$3,000.00	Monthly
IntelliBook Livescan Support, LSID 112	\$3,450.00	Annually
IntelliScreen Livescan Support, LSID 316	\$3,151.00	Annually
State Connection x 2	\$1,150.00	Annually
Eagle*Mobile, 37 Units	\$8,450.00	Annually
	\$26,161.00	

**PROPOSAL**

Eagle*Advantage	\$6,960.00	Monthly	<i>Annually</i>
IntelliBook Livescan Support, LSID 112	\$3,000.00	Annually	<i>\$83,520</i>
IntelliScreen Livescan Support, LSID 316	\$2,000.00	Annually	
State Connection x 2	\$1,150.00	Annually	
Eagle*Mobile, 37 Units	\$8,450.00	Annually	
	\$21,560.00		<i>\$98,120</i>

Savings of: \$4,601.00



**EXHIBIT B  
EAGLE ADVANTAGE SOLUTIONS, INC.  
EQUIPMENT AND/OR LICENSED PROGRAMS(S)  
CATOOSA COUNTY SHERIFF'S OFFICE**

**EQUIPMENT**

- (2) Computer for use with IntelliScreen Livescan
- (2) Monitor for use with IntelliScreen Computer
- (2) Keyboard for use with IntelliScreen r Computer
- (2) Mouse for use with IntelliScreen Computer
- (2) Printer for use with IntelliScreen Livescan
- (2) Fingerprint Scanner for use with IntelliScreen Livescan
- (2) Network Switch
- (2) Livescan Cabinet (if applicable)

**LICENSED PROGRAM(S)**

- IntelliBook Livescan, LSID 112  
Period 01/01/2011 through 12/31/2011  
\$3000.00
- IntelliBook Livescan, LSID 316  
Period 01/01/2011 through 12/31/2011  
\$2000.00
- Livescan State Connection (2)  
Period 01/01/2011 through 12/31/2011  
\$1150.00
- Eagle\*Mobile (2 units)  
Period 01/15/2011 through 12/14/2011  
\$460.00
- Eagle\*Advantage Software  
Period 02/01/2011 through 01/31/2012  
\$8004.00
- Eagle\*NET  
Period 02/01/2011 through 01/31/2012  
\$3450.00
- Eagle\*Mobile, 12 Units  
Period 09/01/2011 through 08/31/2012  
\$2760.00

- Eagle\*Mobile, 23 Units  
Period 04/01/2011 through 03/30/2012  
\$5290.00