

TURNKEY SOLUTION AGREEMENT

Customer Name: Madison County Detention Center
Address: 2935 Hwy 51
City/State: Canton, MS 39046

for Use At: Madison County Detention Center
Address: 2935 Hwy 51
City/State: Canton, MS 39046

This agreement is made and entered into on this the 1st day of April, 2016 by and between Automation Designs & Solutions, Inc., a Mississippi Corporation, with principal offices located at Brandon, Mississippi (hereinafter referred to as "AD&S"), and

Madison County Detention Center located at 2935 Hwy 51, Canton, MS 39046
(hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, "AD&S" is a firm which provides a customer with a software system that involves procuring, assembling, delivery, installing, installation assistance, training, and other forms of support and maintenance in accordance with predetermined system specifications in order to provide a complete solution to the customer's needs; and,

WHEREAS, "Customer" has sought and received from "AD&S" a proposal which sets forth certain hardware and software needs required to provide "Customer" with a "turnkey" or complete computer system solution in addition to support and training of said computer system; and,

WHEREAS, "Customer" has carefully reviewed said proposal submitted by "AD&S" and clearly understands the software as outlined therein as it relates to the manufacturer, the description, the quantity, the capability, and the pricing of each, as well as the type of training, warranty, and other support services offered and agrees, acknowledges, and accepts the same; and, further desires for "AD&S" to proceed according to said proposal;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements, and obligations herein, "AD&S" and "Customer" hereby agree as follows, to-wit:

SECTION I. SALE AND LICENSE

1. Subject to the terms and conditions hereof, "AD&S" agrees to sell and license to the "Customer" named above, and "Customer" agrees to purchase and license from "AD&S", the products, materials and services described herein, collectively referred to as the System. This agreement shall become effective only upon acceptance and approval in writing by an authorized representative of "AD&S" at the principal place of business of "AD&S".
2. **LICENSE OF SOFTWARE.** "AD&S" grants to "Customer", effective upon completion of delivery and installation the System (a) a non-exclusive license to use applications software owned by "AD&S" and identified hereto as FingerPro ID software (b) a non-exclusive sublicense to use (in accordance with the terms provided by the owner thereof) the operating software provided in conjunction with the hardware by the hardware manufacturer, both applications software and operating software hereinafter collectively referred to as the "software".

"Customer" rights in the software pursuant to such license and such sublicense are expressly limited to the use of the software by "Customer" at the installation site in connection with the hardware. "Customer" shall not assign, transfer, or sublicense the software without the prior written consent of "AD&S".

3. **DELIVERY OF SOFTWARE.** "AD&S" shall deliver on or about April 10, 2016, at the address designated above for "Customer's" use of the FingerPro ID System,

SECTION II. PRICE, CHARGES, AND TAXES

1. "Customer" shall pay to "AD&S" the purchase price, license fee, service and ongoing support fees as herein described and reimbursements and shall assume responsibility for the other charges and claims set forth below.
2. **PURCHASE PRICE.** The purchase price of the hardware is \$ 10956.99.. Customer shall pay such purchase price to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.
3. **LICENSE FEE.** The license fee for the use of the application software is 3498.92 "Customer" shall pay such license fee to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.
4. **TAXES.** "Customer" shall report and pay all Federal, State and Local taxes (excluding only those taxes based on net income to be derived by "AD&S") designated, levied, or based (a) upon the purchase price, the license fee, or any other amounts payable under this agreement, (b) on account of this agreement, or (c) with respect to the System, the hardware, or the software, or the acquisition, ownership, or use by the "Customer" of the System, the hardware or the software, "Customer" shall hold harmless "AD&S" from all claims and liability resulting from "Customer's" failure to report or pay such amounts. "Customers" who hold a tax exempt status will not be invoiced for sales tax after furnishing proof of their tax exempt status to AD&S.
5. **INTEREST CHARGES.** "Customer" acknowledges that the monetary obligations of "Customer" to "AD&S" hereunder constitute a commercial account. "Customer" shall pay, in addition to all other amounts owed to "AD&S", interest calculated at one and one-half percent (1½ %) per month on all amounts that are due and payable by "Customer" to "AD&S" for forty-five (45) days or longer. If "AD&S" employs any legal process to recover any amount due and payable from "Customer" hereunder, "Customer" shall pay all costs of collection and reasonable attorney's fees.
6. **FREIGHT AND INSURANCE.** "Customer" shall in all cases reimburse "AD&S" for all charges for transportation, rigging, and drayage and for insurance, if any, of the System in transit. If "AD&S" uses a third party mover or carrier to ship the System to "Customer's" address, "AD&S" shall (unless it notifies the "Customer" to the contrary) arrange for shipment or carriage of the System (collectively or by component) to "Customer" FOB point of manufacture or shipment.

SECTION III. DELIVERY, INSPECTION, AND INSTALLATION

1. **SITE PREPARATION.** Unless otherwise specified, "Customer" shall, as its expense and prior to delivery and installation of the System at "Customer's" address, prepare the installation site in an appropriate manner and shall cause the installation site to conform to any utility, climate control, and communication interface specifications that "AD&S" or the manufacturer may supply.
2. **INSPECTION OF HARDWARE.** "Customer" shall promptly inspect the System upon its arrival at the installation site and notify "AD&S" if "Customer" finds any nonconformity or defect in the System.
3. **INSTALLATION.** If contracted for herein, "AD&S" shall provide complete onsite installation and training services.

SECTION IV. TRAINING AND USER MATERIALS

1. **TRAINING.** "Customer" shall select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competency necessary to manage and operate the System. "AD&S" shall, pursuant to the terms of the "SUPPORT AGREEMENT" (EXHIBIT "B" attached hereto, if applicable), provide "Customer's" personnel with training and instruction concerning the operation and use of the System by conducting a training session at a mutually convenient time at "Customer's" facility.
2. **USER MATERIALS.** "AD&S" may from time to time furnish "Customer" with drawings, diagrams, specifications, documentation, and other materials, including user manuals, relating to the use and servicing of the System. "AD&S" reserves the right, title and interest in any such materials pertaining to the software, and "Customer" shall return such materials to "AD&S" at any time upon its request.

SECTION V. PROPRIETARY PROTECTION OF SOFTWARE

1. **RESERVATION OF TITLE.** This agreement does not effect any transfer of title in the software (or any materials furnished or produced in connection with the software) including drawings, diagrams, specifications, input, formats, source code, and user manuals. "Customer" acknowledges that (a) the software (and all materials furnished or produced in connection with the software), including without limitation, the design, programming techniques, flow charts, source code and input data formats, contain trade secrets entrusted to "Customer" under this agreement for use only in the manner expressly permitted hereby, and (b) "AD&S" and its predecessors in ownership claim and reserve all rights and benefits afforded under Federal law in the software as an unpublished copyrighted work.
2. **PRESERVATION OF SECRECY AND CONFIDENTIALITY; RESTRICTIONS ON ACCESS.** "Customer" shall protect the software (and all materials furnished or produced in connection with the software) as trade secrets of "AD&S" and its predecessors in ownership, and "Customer" shall devote its best efforts to ensure that all "Customer's" personnel protect the software as trade secrets of "AD&S" and its predecessors in ownership. "Customer" shall not at any time, disclose such trade secrets to any other person, firm, organization, or employee that does not need (consistent with "Customer's" right of use hereunder) to obtain access to the software and the materials provided to "Customer" in connection with the software.
3. **RESTRICTIONS ON USE OF SOFTWARE GENERALLY.** Neither the software nor any materials provided to "Customer" in connection with the software may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of "AD&S". "Customer" shall not in any way modify or enhance the software (or any materials furnished or produced in connection with the software) without prior written consent of "AD&S".
4. **DURATION OF DUTIES AND RETURN OF SOFTWARE.** The duties and obligations of "Customer" hereunder shall remain in full force and effect for so long as "Customer" continues to control, possess, or use the software. "Customer" shall promptly return the software together with all materials furnished or produced in connection with the software, upon abandonment or other termination of "Customer's" control, possession or use of the software.

5. SECTION VI. WARRANTIES AND LIMITATIONS

1. LIMITED WARRANTY AND DISCLAIMER

- a. **VENDOR SOFTWARE WARRANTY.** "AD&S" warrants, for the benefit of "Customer" only, that at the time of "Customer's" license of the software commences, the vendor software conforms in all material respects to any specified MCIC and FBI standards currently in effect and supplied in writing to "AD&S" and does not contain any material defect in its materials or workmanship. Such warranty is upon reliance of the warranty of the vendor of the software.

- b. **EXCLUSIVE REMEDY.** As "Customer's" exclusive remedy for any nonconformity or defect in the System (or any breach with respect to the condition or operation of the System) for which "AD&S" is responsible, "AD&S" shall during the first month period following completion of delivery and installation of the System at "Customer's" address, provide reasonable effort to correct or cure each nonconformity or defect.
 - c. **CONDITIONS PRECEDENT.** "AD&S" shall bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System (or any breach with respect to the condition or operation of the System) if (1) the System is not properly installed if done by some third party; (2) the System is not maintained and operated under normal conditions by competent personnel; (3) the System incorporates spare or replacement parts other than those purchased under this agreement; (4) the System has been subjected to disassembly, modification, enhancement, abuse or misuse; (5) the nonconformity or defect (or other breach with respect to the condition or operation of the System) has not been reported to "AD&S" within five (5) days after termination of such first month period; or (6) has arisen as a result of damage to the System occurring subsequent to delivery thereof to the installation site, unless, in any such case, such event or condition directly results from the fault or negligence of "AD&S".
 - d. **DISCLAIMER.** With the sole exception of the preceding undertakings, "AD&S" DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM (INCLUDING THE VENDOR SOFTWARE) INCLUDING ITS CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. "AD&S" FURTHER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO NATURE AND QUALITY OF ANY OTHER PERFORMANCE BY "AD&S" HEREUNDER.
2. **LIMITATION OF LIABILITY; EXCLUSION OF LOST PROFITS AND CONSEQUENTIAL DAMAGES.** The liability of "AD&S" to "Customer" for any claim whatsoever related to this System or this agreement, including any cause of action sounding in contract, tort or strict liability, shall not exceed the greater of (a) \$18478.94 or (b) the total amount of all payments made under this agreement by "Customer" to "AD&S" for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against "Customer" by any other party, even if "AD&S" has been advised of the possibility of such claims or demands.
3. **FORCE MAJEURE.** "AD&S" shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its control or from any events, acts, or omissions attributable to the manufacturer of the hardware or the operating software, the vendor of the hardware to "AD&S", the licensor of the operating software to "AD&S", the vendor of the application software to "AD&S", or any maintenance vendors.

SECTION VII. DEFAULT

1. Any of the following shall constitute an "Event of Default" under this agreement.
- a. "Customer's" failure to pay to "AD&S" any charge, cost, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such delinquency;
 - b. "Customer's" failure to perform any other terms, conditions, or covenants in this agreement, including any act of repudiation or wrongful rejection of the System, if such failure has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such failure; or
 - c. Any act or event whereby "Customer" (1) is or becomes insolvent, (2) is or becomes party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of "Customer", if such proceeding has not been dismissed within thirty (30) days, or (3) makes a general assignment for the benefit of creditors.

2. Upon the occurrence of an Event of Default, "AD&S" may (a) terminate this agreement and invoke all rights "AD&S" possesses upon termination and (b) if "Customer" remains liable for any monetary obligation created under this agreement, accelerate due and payable by "Customer" as a liquidated sum and proceed against "Customer" in any lawful way for satisfaction of such sum, or repossess so much of the System as remains in "Customer's" possession.
3. No delay or failure of either party in exercising any right hereunder, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law. The presence or absence of any Event of Default shall in no way prejudice or abridge the right of "AD&S" to seek and obtain in appropriate circumstances stoppage of goods in transit or reclamation of goods after delivery.

SECTION VIII. GENERAL

1. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi.
2. **FORUM SELECTION.** All disputes between the parties arising from this agreement shall be prosecuted only in the Courts of the State of Mississippi and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in such litigation.
3. **ENTIRE AGREEMENT; AMENDMENTS.** This agreement, including EXHIBIT "A" and "B", attached hereto, which are hereby incorporated herein by this reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representation, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of both parties to this agreement.
4. **NOTICE.** Any notices required or permitted under this agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail (return receipt requested, with proper postage affixed) or by personal courier to the address set forth in this agreement or any more recent address of which the sending party has been apprised.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative effective upon approval of "AD&S" as marked below.

"CUSTOMER"

APPROVED:

BY: _____

AUTOMATION DESIGNS & SOLUTIONS, INC.

TITLE: _____

By _____

DATE _____, 20__

Date _____, 20__

EXHIBIT A

AUTOMATION DESIGNS & SOLUTIONS, INC. PAYMENT SCHEDULE

Purchase Price:

- Payment for entire amount due upon completion of installation and training.
- Payable upon receipt of invoice.

Licenses Fee:

- Payment for one FingerPro ID software license fee, \$ 2999.95 will be due at installation.
- Payment for TOT package, \$499.00, will be due at installation.

Hardware Price

- Payment for one Suprema Palm Scanner Real Scan F 8999.99 will be due at installation.
- Payment for one Desktop Computer 899.00 will be due at installation.
- Payment for one 22 inch HP Monitor 159.00 will be due at installation.
- Payment for one Lexmark MS810 printer \$899.00 will be due at installation.

Kiosk

- Payment for one Kiosk, \$1195.00 will be due at installation

Installation and Training

- Payment for remote installation and onsite training \$2499.00 due at installation.

Shipping

- Payment for shipping 329.00 due at installation.

Ongoing Maintenance / Support charges:

- Ongoing maintenance / support charges. This system includes unlimited software support for a period of one year and a one year manufacturer's warranty on hardware provided. The livescan is warranted for a period of one year. Thereafter, the warranty for software and the livescan is optional to the customer at an annual fee provided in the quotation for a period up to a period five years.
- Router Support: Once Customer's router to the appropriate State AFIS has been configured, tested, and working properly at installation, Customer agrees not to move or modify settings of said router without express written communication between AD&S, Inc. and the State AFIS Technician responsible for this communication connectivity. Should such an event occur and customer contacts Vendor for support in such case, Customer agrees to be billed at its regular current hourly rate plus any onsite or travel time for such support and assistance.

EXHIBIT B
AUTOMATION DESIGNS & SOLUTIONS, INC.
Support Agreement

Automation Designs & Solutions, Inc. agrees upon the following as it relates to systems and support:

Support Services -

Automation Designs & solutions, Inc. shall have the following responsibilities:

- To meet with management and/or authorized representative and perform a needs assessment. Based upon said needs assessment, Automation Designs & Solutions, Inc. (hereinafter referred to as AD&S, Inc.) will provide customer with an overview of proposed installation.
- AD&S, Inc. will provide customer with an itemized list of hardware, software, time estimates and related service cost necessary to implement proposed installation
- Upon execution of this agreement, AD&S, Inc. will order hardware, software and related peripherals necessary to implement proposed automation.
- Upon receipt of equipment AD&S, Inc. will prepare related equipment to meet state MCIC and FBI standards. Said equipment and software will then be transported to the customer and installed and tested on-site.

Training -

- AD&S, Inc. will train a maximum of three personnel on site. This training will include the areas of data entry, software output, and operation of other related peripheral equipment (i.e. printers, livescan, etc.)

Customer shall have the following responsibilities:

- To provide Internet access to the computer/ network where the system is installed for remote support purposes.
- To furnish AD&S, Inc. with complete information regarding current method of business operations, as well as anticipated growth as it relates to analysis of future automation needs.
- To furnish AD&S, Inc. information as to critical needs, any forms utilized in current operations, as well as any modifications to same.
- To review proposal by AD&S, Inc. and be satisfied that said proposal accurately reflects current automation needs, providing for future growth to a reasonable extent.

- To designate someone to be responsible for administration of the system. This designee will be the contact person for AD&S, Inc.
- To provide persons capable of being trained for data entry into the software systems provided by AD&S, Inc.
- To house equipment and related peripherals in a clean well ventilated environment with a temperature range suitable for computer equipment.
- To mutually establish with AD&S, Inc. a satisfactory testing procedure for accuracy of said data as far as output is concerned.
- To maintain hardcopy output from systems necessary to document performance of the system.
- To gain an understanding of procedures necessary for backup and recovery in the event of catastrophic losses.
- To report any changes that would affect in any manner the Disaster Recovery System process developed and in place, prior to implementation, including, but not limited to:

- Procedural changes
- Equipment changes
- Platform changes
- Network configuration changes
- SQL Server changes
- Web Server changes

- To order forms required for production from any systems provided by AD&S, Inc. in a manner timely for scheduling on-line production.
- To ensure that appropriate communication channels are established and operative to effect communication between all related agencies involved.
- Establish an interagency protocol to maintain, determine and ensure successful transmission of electronic data without interruption of services provided by AD&S.
- To assume responsibility for and interagency communication channels including SQL connections, Web Server connections, agency network connections, MCIC and/or FBI channel connections.
- Understand that delay in any response time may possibly be related to FBI system load and network traffic, MCIC system load and network traffic, and/or agency load and network traffic.
- To notify AD&S of any hardware changes in your network, configuration changes in your computer hardware or network, prior to their implementation.
- **Notice: Any changes to system installation including, but not limited to, drivers, dll's, data transfers, program files without authorization will either nullify the support agreement or either incur additional charges for such actions to correct issues.**