

AMENDMENT No. 1 TO CONTRACT for NON-CRIMINAL JUSTICE AND RELATED SERVICES PROGRAM

**Between the Texas Department of Public Safety and Identix Identification Services, LLC.
Contract Reference Number 405-C5-9013**

Whereas, the Texas Department of Public Safety (TXDPS) and Identix Identification Services, LLC. entered into an agreement effective August 22, 2005, for non-criminal justice applicant fingerprinting services; and

Whereas, the Parties desire to amend certain terms, conditions and/or mutual covenants of the Agreement as set forth hereinafter; and

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

I.

This contract amendment is a written expression of the parties' intent to amend the provisions of Agreement and to revise the Vendor's name as set forth in Section I, Parties. Formal notification submitted by the vendor is attached (Attachment 1) and is made a part of the original contract and Amendment No. 1.

Section I, Parties, of the Agreement is amended to now read as follows:

This Contract is made and entered into by and between Integrated Biometric Technology LLC, (hereinafter, referred to as "Vendor") with its principal place of business located at 25 Century Boulevard, Nashville, TN 37214 and the Department of Public Safety, an agency of the State of Texas (hereinafter, referred to as "TXDPS"), pursuant to Request for Proposal 405-C5-9013. Vendor and TXDPS are collectively referred to in this Contract as the "Parties."

This contract amendment is a written expression of the parties' intent to amend the provisions of Agreement and to revise duties set forth in Section V, Responsibilities of the Vendor.

Section V, Responsibilities of the Vendor, of the Agreement is amended to now read as follows:

Vendor is required to provide service to effectuate the development and maintenance of a system that will provide an alternative to law enforcement agencies for the acquisition and electronic submission of applicant fingerprints. Vendor is responsible for the collection and processing of all payments required by AFS. Vendor is solely responsible to pay the state and federal fees for background checks to the appropriate agency. Each duty and responsibility placed on the Vendor under this contract is set in the Service Level Agreement, which is incorporated by reference for all purposes as if written and copied herein.

This contract amendment is a written expression of the parties' intent to amend the provisions of Agreement and to revise the duties as set forth in Section VI, Service Fee Collected by the Vendor.

Section VI, Service Fee Collected by the Vendor, of the Agreement is amended to now read as follows:

Section 80.001(b) of the Texas Human Resource Code currently authorizes law enforcement agencies to collect a fee not to exceed \$10.00 for providing applicant fingerprint capture services. As an agent through an independent contract to TXDPS for the services listed herein only, Vendor is permitted to collect a fee for each applicant using the Vendor's services for fingerprint capture. Vendor's fee may not exceed an amount equal to the total fees that the Vendor is required to pay to state and federal agencies for background checks plus the legally authorized fee per applicant fingerprint capture that can be retained by the Vendor. The Parties have negotiated the Vendor's fee retained by the Vendor to be \$9.95 per applicant.

Vendor is not authorized to collect fees and costs associated with the capture of the fingerprints that total more than the agreed-upon fee per applicant fingerprint capture, as determined above, except that it may charge applicants additional fees for insufficient funds and Texas Online fees.

Vendor bears all risk for the non-collection of fees due to the Vendor. Vendor must reprint an applicant at no charge when such applicant's fingerprints were not successfully transmitted due to the fault of the Vendor.

II.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS EFFECTIVE APRIL 1, 2007.

Integrated Biometric Technology, LLC



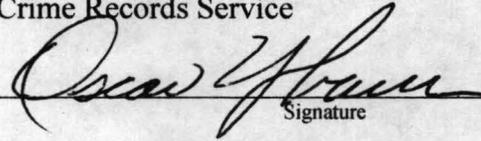
Signature

By: Christopher Brown
Printed Name

Title: Chief Financial Officer

Date: 5/18/07

**TEXAS DEPARTMENT OF
PUBLIC SAFETY
Crime Records Service**



Signature

By: Oscar Ybarra
Printed Name

Title: Chief of Finance

Date: 5/22/07

ATTACHMENT 1

FORMAL REQUEST FOR VENDOR CHANGE OF NAME



An L-1 Identity Solutions Co.

3/23/2007

Mr. Donald Farris
Texas Department of Public Safety
Via email: donald.farris@txdps.state.tx.us

Mr. Farris,

Per our discussions with DPS regarding our company name change, IBT formally requests that DPS ammend contract, procurement ID: 405-C5-9013 with the following changes:

1. All instances of the company name "Identix Identification Services" and "IIS" should be converted to "Integrated Biometric Technologies, LLC." and "IBT" respectively.

Also, is attached the contract ammendment requests to terms of fee collection. These amendments correctly describe the system of collection that was agreed upon post contract award and places IBT in compliance with contract langauage.

If you have any questions, please contact me directly at 329-5279.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Wadsworth".

Chad Wadsworth
Program Executive
Integrated Biometric Technologies, LLC
Cwadsworth@l1id.com