

**Amendment No. 4  
TO THE CONTRACT FOR  
NON-CRIMINAL JUSTICE FINGERPRINT AND RELATED SERVICES PROGRAM  
FOR THE STATE OF TEXAS  
405-C5-9013**

This Amendment No. 4 to this Contract between the Texas Department of Public Safety (“TXDPS”), an agency of the State of Texas, and MorphoTrust USA, LLC (“Vendor”), is entered into by and between TXDPS and Vendor, referred to herein as “the Parties.”

**I. Recitals**

**Whereas**, on August 22, 2005, TXDPS and Identix Identification Services, LLC, entered into this Contract to be effective August 22, 2005;

**Whereas**, on August 23, 2005, TXDPS issued a Purchase Order 405-C5-9013, under this Contract to Identix Identification Services, LLC;

**Whereas**, TXDPS and Integrated Biometric Technology, LLC, entered into Amendment No. 1 to this Contract, effective as of May 22, 2007, to reflect the company’s name change from Identix Identification Services, LLC, to Integrated Biometric Technology, LLC, and to revise Vendor’s duties related to payment of state and federal fees for background checks;

**Whereas**, TXDPS and Integrated Biometric Technology, LLC, entered into Amendment No. 2 to this Contract, effective as of August 21, 2008, to extend this Contract from August 22, 2008 through September 30, 2008;

**Whereas**, on August 21, 2008, TXDPS issued a Purchase Order Change Notice to Identix Identification Services, LLC, to extend this Contract from August 22, 2008 through September 30, 2008;

**Whereas**, on September 23, 2008, TXDPS issued a Purchase Order Change Notice to Identix Identification Services, LLC, to extend this Contract from October 1, 2008 through August 21, 2010;

**Whereas**, on July 15, 2010, TXDPS issued a Purchase Order Change Notice to Integrated Biometric Technology Services, LLC, d/b/a L-1 Enrollment Services Division, to extend this Contract from August 22, 2010 through August 21, 2012;

**Whereas**, on August 28, 2012, TXDPS issued a Purchase Order Change Notice to Integrated Biometric Technology Services, LLC/L-1 Identity Solutions, to renew this Contract for the period of August 22, 2012 through August 21, 2014;

**Whereas**, on December 27, 2012, Integrated Biometric Technology, LLC, merged with and into IBT Acquisition, LLC;

**Whereas**, on December 28, 2012, IBT Acquisition, LLC, merged with and into MorphoTrust USA, Inc.;

**Whereas**, on April 2, 2014, Vendor provided a letter to TXDPS indicating that Vendor was converted to a limited liability company on December 31, 2013 and Vendor's corporate name was officially changed from MorphoTrust USA, Inc. to MorphoTrust USA, LLC;

**Whereas**, effective June 3, 2014, the Parties entered into Amendment No. 3 to this Contract relating to hosting of fingerprint capture sites at certain TXDPS offices and additional monitoring components;

**Whereas**, TXDPS is in the process of preparing a competitive solicitation for its FAST program, with an expected transition date of March 1, 2015;

**Whereas**, the Parties wish to extend the term of this Contract from August 22, 2014 through February 28, 2015 to facilitate the transition by TXDPS;

**Whereas**, the Parties wish to update the notice provisions of this Contract;

**Whereas**, Section VII(H) of this Contract provides that no modification or amendment to this Contract will become valid unless in writing and signed by both Parties and that only the TXDPS Director or his/her designee is authorized to sign changes or amendments; and

**Whereas**, Section VII(QQ) of this Contract provides that TXDPS may, from time to time, modify terms or require changes in the services of Vendor to be performed under this Contract, and that such modifications or changes which are mutually agreed upon by and between TXDPS and Vendor, will be incorporated in a written amendment to this Contract.

Now, therefore, the Parties hereby agree as follows:

## II. Terms

A. Amend Section VIII, DURATION OF CONTRACT, of this Contract by adding the following provisions:

The term of this Contract is extended from August 22, 2014 through February 28, 2015.

B. Amend Section VII(Z) of this Contract by replacing with the following:

### Z. Handling of Written Complaints

Vendor may direct their written complaints to the following TXDPS office:

Texas Department of Public Safety  
Attn: Marita Washington  
5805 North Lamar Boulevard, Building A  
Austin, Texas 78752  
Telephone: (512) 424-5628  
Fax: (512) 425-5019  
Email: [marita.washington@dps.texas.gov](mailto:marita.washington@dps.texas.gov)

C. Amend Section IX of this Contract by replacing with the following:

### IX. NOTIFICATION REQUIREMENTS

Any notice required or permitted under this Contract shall be directed to the respective Parties at the addresses shown below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile or email:

Notices to Vendor: MorphoTrust USA, LLC  
Attn: General Counsel  
296 Concord Road, Suite 300  
Billerica, Massachusetts 01821  
Email: [legalnotices@morphotrust.com](mailto:legalnotices@morphotrust.com)

With a copy to:

MorphoTrust USA, LLC  
Attn: Charles Carroll  
6840 Carothers Parkway, Suite 601  
Franklin, Tennessee 37067

Notices to TXDPS: Texas Department of Public Safety  
Attn: Marita Washington  
5805 North Lamar Boulevard, Building A  
Austin, Texas 78752  
Telephone: (512) 424-5628  
Fax: (512) 425-5019  
Email: marita.washington@dps.texas.gov

With a copy to:

Texas Department of Public Safety  
Attn: Angie Kendall  
5805 North Lamar Boulevard, Building G  
Austin, Texas 78752  
Telephone: (512) 424-2471  
Fax: (512) 424-5911  
Email: Angie.Kendall@dps.texas.gov

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individuals and the date upon which it shall become effective.

- D. This Amendment No. 4 represents the entire agreement between the Parties concerning the subject matter of this Amendment No. 4 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations, or negotiations.
- E. Except as expressly provided herein, all other provisions of this Contract and prior Amendments and Purchase Order Change Notices remain unchanged and are in full force and effect and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment No. 4 neither Party waives or releases any default thereunder.

F. If there is a conflict between this Contract and any prior Amendments, then the following shall control in this order of priority:

1. Amendment No. 4
2. Amendment No. 3
3. Amendment No. 2
4. Amendment No. 1
5. Purchase Order Change Notices
6. Contract

G. This Amendment No. 4 shall be effective as of the date of the last Party to sign.

### III. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment No. 4 on behalf of the respective Parties. This Amendment No. 4 may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**TXDPS**

By: \_\_\_\_\_

Cheryl MacBride

Printed Name

Deputy Director of Services

Title

Date

8/6/14

**MorphoTrust USA, LLC**

By: \_\_\_\_\_

ROBERT ECKEL

Printed Name

CEO

Title

Date

7/30/14

