

## CROSSMATCH SUPPLIER PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS OF AGREEMENT** - The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "**Purchase Order**"), constitutes the entire and exclusive agreement between Cross Match Technologies Inc. and its affiliates, including but not limited to, DigitalPersona, Inc. ("**Crossmatch**" or "**Buyer**") and the supplier (the "**Supplier**") identified in the Purchase Order. Crossmatch's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Crossmatch's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions.

2. **ELECTRONIC TRANSMISSION** - If the Purchase Order is transmitted by e-mail or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the Supplier.

3. **CHANGES** - Crossmatch shall have the right at any time to make changes in the Purchase Order by written notice to Supplier, and Supplier agrees to comply with such changes. If such changes cause a material increase or decrease in Supplier's costs or time of performance of the Purchase Order, Supplier shall notify Crossmatch immediately and negotiate an adjustment.

4. **PRICE** - The prices for goods and services shown on Crossmatch's Purchase orders will be in US dollars (unless another currency is specified on the Purchase order) and are committed by Supplier to be firm for the duration of the order. If applicable, Crossmatch and Supplier will agree upon a firm conversion rate which will also be firm for the duration of the Purchase order(s). The prices include all taxes except sales, use or similar taxes Supplier is required by law to collect from Crossmatch. Sales, use and similar taxes shall be separately stated on Suppliers' invoice unless the order indicates a sales, use or similar tax exemption. Supplier will pay all delivery charges in excess of those Buyer has agreed in writing to pay. Buyer shall pay Supplier's invoices as negotiated between Crossmatch and Supplier.

5. **SHIPPING** - Crossmatch reserves the right to route all shipments. Delays in shipment shall be reported immediately by Supplier to Crossmatch. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Crossmatch's Purchase Order Number. Supplier's serial numbers must be shown on all shipping papers and invoices.

6. **TIME OF THE ESSENCE** - Time of shipment and of other aspects of performance hereunder is of the essence of this agreement.

7. **DELIVERY/TITLE** - Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to Crossmatch upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of Supplier.

8. **RIGHT OF INSPECTION AND REJECTION** - Material and equipment supplied by Supplier shall be received subject to Crossmatch's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Supplier's expense. No material or equipment returned to Supplier as defective shall be replaced except upon Buyer's formal authorization.

9. **ASSIGNMENT** - Neither the Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned

by Supplier without the prior written consent of Crossmatch.

10. **GOVERNING LAW** - This Order shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida and each party to this agreement hereby submits to the jurisdiction of such courts for the purpose of litigating such disputes. BUYER AND SUPPLIER EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT WHICH EITHER OR BOTH OF THEM WILL HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

11. **WARRANTY** - Supplier warrants that all goods or services furnished pursuant to this Order will be free from defects in material or workmanship and will be in conformity with the requirements of this Order, including drawings and specifications, if any, and reasonably fit for the purpose disclosed in this Order or in such drawings and specifications, and Supplier further warrants that such goods or services will be merchantable and fit for the purpose for which they are sold, and where design is Supplier's responsibility, will be free from defects in design. Crossmatch's approval of Seller's design or material shall not be construed to relieve Supplier of the warranties set forth herein. Without limitation of any rights which Crossmatch may have at law by reason of any breach of warranty, goods which are not as warranted may at any time within twelve (12) months after delivery be returned at Supplier's expense. Crossmatch at its option may require Supplier either to replace such goods at no increase in price (Supplier must pay all repacking, transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith.

12. **INVOICES** - All invoices shall be mailed to Crossmatch at its office as indicated on the face of this Order and will state Crossmatch's Purchase Order Number clearly on the Invoice. Invoice and duplicates shall be rendered for each order or for each shipment if more than one is made on an order. No invoice shall be delivered by Supplier to any employee of Crossmatch. The payment discount period will date from receipt of the invoice and not from the date of the invoice. In case of errors on an invoice, the payment discount period will date from the receipt of corrected invoice(s).

13. **PATENT INDEMNITY** - Supplier agrees to indemnify, save harmless and defend Crossmatch from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any United States patent, trademark or copyright in the manufacture, use or sale of the equipment or materials furnished under this Order. In case said equipment or material is in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, Supplier shall, at its own expense, either procure for Crossmatch the right to continue using said equipment or material, or at the option of Crossmatch either replace same with equally efficient non-infringing equipment or material, or modify it without impairing its efficiency so it becomes non-infringing, or remove said equipment or material and refund the purchase price and the transportation and installation costs thereof.

14. **EXPORT CONTROL AND COMPLIANCE** - Supplier shall control the dissemination of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations. If this order involves the delivery of products, software, technical data or services (which includes design, assembly, testing, repair, maintenance or modification to Buyer products or technologies) subject to United States export control laws and regulations both parties shall comply with all

applicable U.S. export and re-export control laws and regulations and any local government export regulations.

a. **ITAR CONTROL AND COMPLIANCE** – Companies engaged in manufacturing or modification of Defense Articles or furnishing Defense Services (whether or not the Defense Articles or Services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls (“**DDTC**”) in accordance with ITAR 22 C.F.R. 122. If so engaged, Supplier by its offer and/or acceptance of this order, represents that it is registered with the DDTC. Proof of such registration will be promptly provided to Buyer upon request.

b. **NON-U.S. COMPANIES** – Non-U.S. companies shall be registered as required under its local government export regulations. Supplier shall maintain its registration throughout the complete period of performance of this order, including any warranty period, and shall immediately notify Buyer in the event that any such registration and/or other required authorization is revoked, expired or invalidated for any reason. Where Seller holds an export license or export agreement (e.g. TAA, MLS), Seller shall provide prompt notification to the Buyer procurement representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation that could affect the Seller’s performance under this Purchase Order.

15. **FOREIGN CORRUPT PRACTICES ACT** - Supplier shall (i) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (“**FCPA**”) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Supplier is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and (iii) Supplier hereby agrees not to interact with any government official, political party or public international organization on behalf of Buyer without the prior written permission of the Buyer’s procurement representative.

16. **INDEMNITY AND INSURANCE** - (a) Each Party will indemnify and hold harmless the other Party, its officers, directors, employees, contractors, and agents (“**Indemnified Parties**”) from any and all claims, damages, expenses, suits, losses, or liabilities (“**Claims**”) for any death, injury, or property damage caused by acts or omissions of the indemnifying Party, its officers, directors, employees, contractors, or agents (“**Indemnifying Parties**”) arising from or connected with the performance of this Agreement. To receive the foregoing indemnities, the Party seeking indemnification must promptly notify the other in writing of a Claim and provide reasonable cooperation and full authority to defend or settle the Claim. Neither Party will have any obligation to indemnify the other under any settlement made without its written consent. (b) Supplier will indemnify, defend and hold harmless Crossmatch and its affiliates, customers, distributors, officers, directors, employees, contractors, successors, assigns, and agents (the “**Crossmatch Indemnitees**”) against all Claims that arise out of, or are connected with, Supplier’s delivery of Products that are defective, non-conforming, or that otherwise fail to comply with Supplier’s warranties as set forth in this Agreement. Supplier will reimburse the Crossmatch Indemnitees for all losses, costs, and expenses Crossmatch Indemnitees incur as a result of such Claims, excluding court costs and attorney’s fees. (c) Supplier also shall continuously maintain appropriate insurance for protection against the claims of all persons or entities in an amount of not less than Two Million (\$2,000,000) Dollars per occurrence covering injury or death to one or more persons, and not less than Three Hundred Thousand (\$300,000) Dollars per occurrence covering property damage, insuring Indemnitees against all liability that may accrue against them or any of them by reason of the sale by Buyer to third parties of products produced or partially produced by Supplier or as to which Supplier

provided services of any nature. The insurance shall be placed with insurance carriers satisfactory to Crossmatch and shall not be subject to cancellation or any material change except after thirty (30) days’ written notice to Buyer. A certificate of insurance reflecting full compliance with these requirements, including the naming of Crossmatch as an additional insured, shall be furnished annually to Crossmatch, and no change in or cancellation of responsibility of Supplier.

17. **CHEMICAL SUBSTANCE IDENTIFICATION** - By acceptance of the Purchase Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has been properly labeled, and that proper information on the substance(s), e.g., material safety data sheets, have been provided to Crossmatch, pursuant to all federal, state or local laws and regulations.

18. **GOVERNMENT CONTRACTS** - In the event that the goods ordered herein are to be used in whole or in part for the performance of government contracts and where the dollar value of said goods exceeds, or may in any one year exceed \$10,000 the Supplier further agrees that in connection with the performance of work under this contract, Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation: and selection for training, including apprenticeship. Supplier agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

19. **TERMINATION** - Crossmatch, by written notice, may terminate this order, in whole or in part. In the event this order is terminated as a result of Supplier’s default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of re-procuring similar items. If this order is terminated for the convenience of Crossmatch, Supplier will be compensated to the extent that items have been accepted by Crossmatch prior to the effective date of termination. Other than to this extent, Crossmatch shall not be liable to Supplier for any damages on account of its failure to accept all of the items ordered.

20. **CONFIDENTIALITY/TRADE SECRETS** - All specifications, data and other information furnished by Buyer, or its agents, to Supplier in connection with this order remain the exclusive intellectual property of Crossmatch and shall be treated by the Supplier as proprietary and shall not be disclosed or used, outside the limitation of the Purchase Order, without prior written approval of the Crossmatch’s Purchasing Manager. In addition, the purchase of the Supplier’s product does not authorize the Seller to use the name of or make reference to Crossmatch for any purpose in any releases for public or private dissemination, nor shall the Supplier divulge or use in any advertisement or publication, any specifications, data, or other information pertaining to or relating to this usage without prior written approval of the Crossmatch’s Purchasing Manager.