Exhibit "A"
Software License Agreement

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Section 8 TRANSFERS

Licensee may not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; provided that Licensee transfers all copies of such Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software will begin when this Agreement is mutually executed by both parties and will continue in perpetuity unless Licensee breaches this Agreement, in which case it shall be terminated immediately without notice by Licensor. In addition to termination, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief without proving damages and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal Agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, Purolator or DHL), and shall be effective upon receipt. Change of address must be in writing to the other party.

Licensee
Attn: Wink Downen, Office of the Sheriff
201 Poplar Ave.
Memphis, TN 38103

Fax: _____

With a copy to:
Attn: Contract Administration
160 N. Main, Ste. 550
Memphis, TN 38103
Fax: 901-545-5739

Licensor
Attn: Contract Manager
1250 N. Tustin Ave.,
Anaheim, CA 92807

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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Section 12 GENERAL

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States and/or Canada. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of Canada, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the Government of Canada or United States or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. WAIVERS. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

12.4. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.5. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

12.6. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

12.7. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

Exhibit "B"
Payment Schedule

1) **Fifty percent (50%) of the purchase price at the time of contract signature**

2) **Twenty-Five percent (25%) of the purchase price due at installation**

3) **Twenty-Five percent (25%) of the purchase price due at system acceptance**

Exhibit "C"
Proposal Dated April 7, 2008

MOTOROLA

07 April 2008

Mr. Stan Sellers

Shelby County Sheriff's Office
201 Poplar Avenue, Suite 9-10
Memphis, Tennessee 38103

Tel: 901-545-3855
Email: sellers@shelby-sheriff.org

Ref: 00-0804-05
Sent via: Federal Express and Email

Dear Mr. Sellers:

Motorola, Inc. (Motorola) respectfully presents Shelby County Sheriff's Office (SCSO) an upgrade of your Motorola Printrak™ Biometric Identification Solution (Printrak BIS) AFIS to include Mobile Automated Fingerprint Identification System capability. The Motorola Printrak™ Mobile Automated Fingerprint Identification System (Mobile AFIS) utilizes a handheld device specifically designed to provide remote identification and verification.

Mobile AFIS empowers users with the ability to rapidly identify and verify the identity of individuals while having face-to-face contact with them in the field.

The Mobile AFIS solution provides the ability to capture both fingerprint and optionally facial images in a remote location or mobile environment along with desired demographic information about the individual. Information can also be acquired from magnetic strips, barcodes (both 1D and 2D), and smart cards of various types of credentials or identification and travel documents.

Should you require further assistance, please contact George Hodges at (407) 595-4438. We look forward to speaking with you further.

Sincerely,

Jack Hiett
MSSI Vice President and Interim General Manager
Biometrics Business Unit
Government and Commercial Markets – Americas
Motorola, Inc.
www.motorola.com/biometrics

Proposal to:

Shelby County Sheriff's Office (SCSO)

For: Mobile Automated Fingerprint Identification System

00-0804-05

11 April 2008

MOTOROLA

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1 Proposed Solution

Motorola is proposing a Mobile AFIS pilot project with a total of five handheld devices and the Mobile AFIS server suite of hardware and application software. Figure 1 illustrates the Mobile AFIS solution configuration.

The solution includes the following hardware and software:

- *Attachmate Application Software* supports encrypted communication of the handheld devices with the central site AFIS, and includes a dedicated server.
- *Message Switch Application Software* to support communication with Attachmate to receive/send data packets.
- *Data Gateway Services* to support the interface between the Message Switch and the existing AFIS. DGS includes a dedicated server.

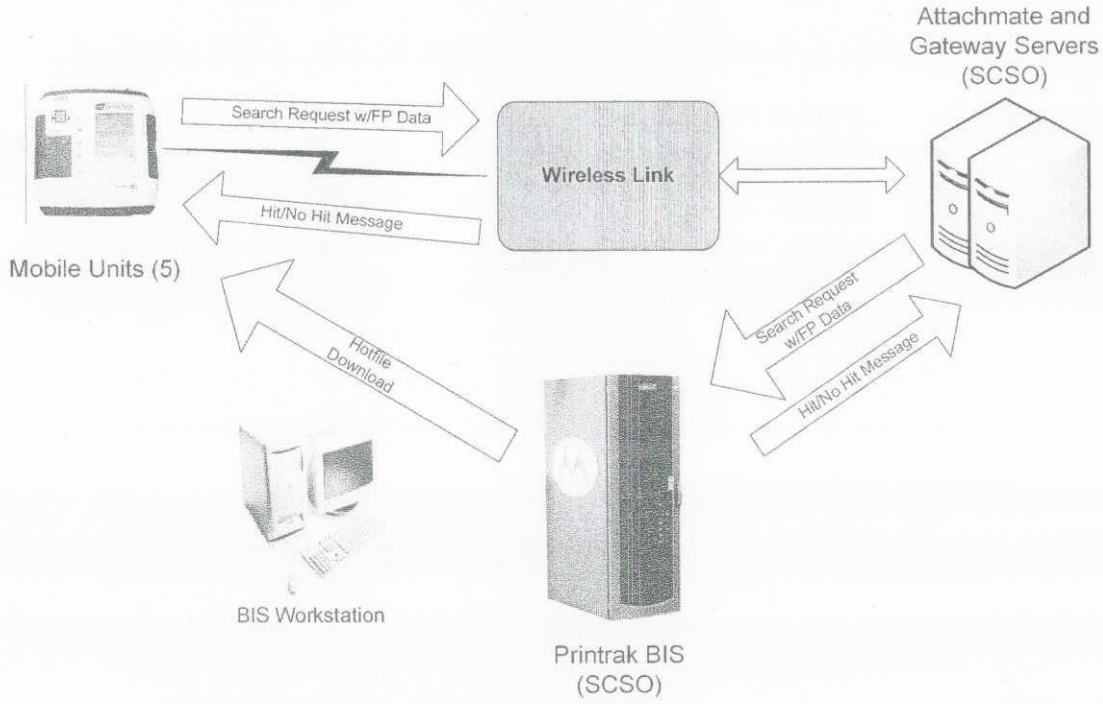

Figure 1. MOBILE AFIS solution configuration.

Motorola's proposed Mobile AFIS pilot utilizes the Datastrip DSVII-SC handheld device. The Datastrip DSVII-SC captures plain-impression fingerprints, extracts features, and transmits two-finger one-to-many search requests to the existing AFIS.

The handheld devices will create a Virtual Private Network (VPN) channel with the Local Area Network (LAN) via Attachmate application software. The fingerprint data packet, associated feature and demographic data, will be encrypted (128 bit encryption) and sent to the SCSO network. The fingerprint data packet will be received and decrypt at the Mobile AFIS server. The Mobile

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