

74A <sup>oe</sup>



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
603/271-2791

ROBERT L. QUINN  
ASSISTANT COMMISSIONER

JOHN J. BARTHELMES  
COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

April 5, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police, Bureau of Criminal Records, to enter into a sole source contract with Idemia Identity & Security USA, LLC, (VC #290813-B001) 296 Concord Road, Suite 300, Billerica, MA 01821 in the amount of \$1,682,483.00 to purchase forty-four (44) new LiveScan Stations with maintenance and support, as well as to continue maintenance and support on two (2) current LiveScan Transportable Stations. These LiveScan Stations are utilized with the Automated Fingerprint Identification System (AFIS). Effective upon Governor and Council approval through June 30, 2026. Funding source: 100% Revolving Funds.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020 through SFY2026 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-33450000 Dept. of Safety – Div. of State Police – NHDOT Grants  
030-500311 Equipment General New

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>Subtotal</u>
\$519,021.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$519,021.00

02-23-23-234010-40190000 Dept. of Safety – Div. of State Police – Criminal Records  
030-500311 Equipment General New

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	
\$294,979.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$294,979.00

02-23-23-234010-40190000 Dept. of Safety – Div. of State Police – Criminal Records  
024-500225 Contract Repairs – Machine Equipment

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	
\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00

02-23-23-234010-40190000 Dept. of Safety – Div. of State Police – Criminal Records  
103-500741 Contracts for Operational Services – Trash Removal

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	
\$0.00	\$20,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,900.00

02-23-23-234010-40190000 Dept. of Safety – Div. of State Police – Criminal Records  
103-502664 Contracts for Operational Services

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	
\$0.00	\$5,678.00	\$128,282.00	\$132,232.00	\$136,329.00	\$140,574.00	\$137,676.00	\$141,812.00	\$822,583.00

GRAND TOTAL \$1,682,483.00

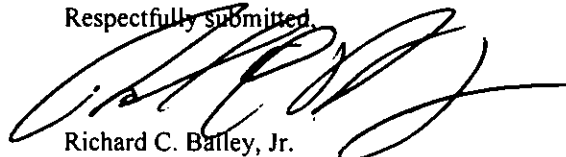
Explanation

This contract is **sole source** because the hardware and software of this system is proprietary to Idemia Identity and Security USA, LLC. This contract will provide for the purchase forty-four (44) new LiveScan Stations with maintenance and support, as well as to continue maintenance and support on two (2) current LiveScan Transportable Stations. These LiveScan Stations are utilized with the Automated Fingerprint Identification System (AFIS), a nationwide system hosted by the Federal Bureau of Investigation to facilitate the identification of individuals based on their fingerprints. The FBI requires electronic fingerprint submission, and the use of Livescans is critical in complying with the FBI's directive. In accordance to the 1983 Interstate Identification Index compliance granted by the Federal Bureau of Investigation, the Department of Safety, Division of State Police, Criminal Records Unit is the sole submitting agency for all criminal and applicant ten-print impressions to the FBI.

Originally, AFIS was primarily a tool for law enforcement, but recent years have seen Federal and State laws require fingerprint based identification to be used in employment screening for Commercial Motor Vehicle operators, daycare workers and others. In 2017, the Criminal Records Unit processed 29,206 criminal prints and 19,278 applicant prints for licensing and employment purposes. Timeliness of applicant submissions is critical to employing individuals in environments sensitive to the safety, health, and well-being to the vulnerable population in within the State, and Livescan technology is valuable in providing a more convenient and timely fingerprinting process to NH residents.

The State of New Hampshire has benefited from Livescan technology since 1997 with the then state-of-the-art Livescan capability put in use throughout the state in New Hampshire's correctional facilities and larger municipal law enforcement agencies. Since then, machines have been replaced periodically, however, replacement parts for the oldest machines are no longer available and the newest machines, installed in 2012, have reached end-of-life. Replacing these Livescan machines will ensure that criminal and applicant fingerprints continue to be processed timely.

Respectfully submitted,



Richard C. Bailey, Jr.  
Assistant Commissioner of Safety



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doi

Denis Goulet  
Commissioner

April 18, 2019

Richard C Bailey, Jr.,  
Assistant Commissioner of Safety  
Department of Safety,  
State of New Hampshire  
33 Hazen Drive  
Concord, NH 03305

Dear Assistant Commissioner Bailey:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into **sole source** contract with Idemia Identity & Security USA, LLC of Anaheim, CA 92807 as described below and referenced as DoIT No. 2019-089.

The purpose of this request is to enter into a **sole source** contract with Idemia Identity & Security USA, LLC for the purchase of 44 Next Generation Touch Print Enterprise LiveScan Stations with seven years of maintenance and support. The two current LiveScan Transportable devices, the maintenance, support and modifications to the interface with the State of New Hampshire's existing Criminal History system will be extended five years.

The amount of the contract is not to exceed \$1,682,483.00, and shall become effective upon Governor and Council approval through June 30, 2026.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf/ck  
DoIT #2019-089

cc: Pam McGovern, IT Manager, DoIT

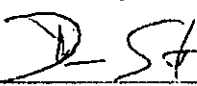
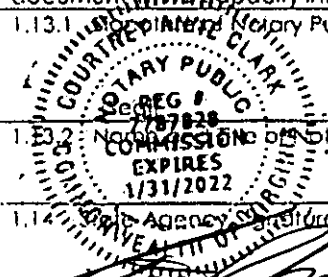
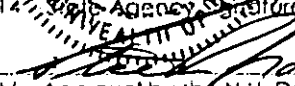
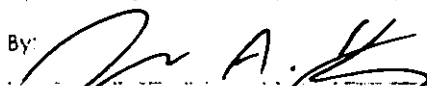
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Idemia Identity & Security USA LLC		1.4 Contractor Address 296 Concord Road Suite 300 Billerica, MA 01821	
1.5 Contractor Phone Number 714-238-2000	1.6 Account Number AU 3345 and AU 4019	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$1,682,483.00
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel E. Sims, Jr. <i>Senior Vice President</i> <i>General Manager</i>	
1.13 Acknowledgement: State of <i>Virginia</i> , County of <i>Fairfax</i> On <i>04/19/19</i> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Notary Public or Justice of the Peace  Courtney Anne Clark			
1.13.2 Notary Public or Justice of the Peace Courtney Anne Clark, Notary Public			
1.14 Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>4/19/19</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c. or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement those regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions, of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supercedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF WORK

The Scope of Work for this Contract is comprised of the following two parts:

1. Maintenance and Support Agreement associated with 2 current LiveScan Transportable devices with printers (as further described below, the "Part I Services") and
2. The Purchase and associated maintenance of 44 LiveScan Stations and associated modifications (as further described below, the "Part II Services").



# PART I SERVICES

## A: DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 001312-015

CUSTOMER: New Hampshire Department of Safety

The following table lists the Products under maintenance coverage.  
Contract 33442.

Product	Install	Node Name	Qty	Service Coverage
LiveScan Transportable	12/2017	NHTSLSS031 NHTSLSS045	2	9x5 M-Fri., 4SHr On-Site Resp., 4Hr Phone Resp.
Lexmark MSS10	12/2017	NHTSLPR045 NHTSPR031	2	9x5 M-Fri., 4SHr On-Site Resp., 4Hr Phone Resp.

## B: MAINTENANCE AND SUPPORT AGREEMENT

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-Determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 *REMOVED.*

2.2 *REMOVED.*

3. Seller Responsibility.

3.1 Anti-virus software.

For the two (2) transportable: At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

For the forty four (44) LiveScan(s) as described in Part II: Seller shall be responsible for deployment, update, upgrade, and maintenance of provided endpoint antivirus protection software on all LiveScan(s). The endpoint antivirus protection software shall be subject to approval by the State, which approval shall not be unreasonably withheld. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces in these Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IHR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

## PART II SERVICES

IDEMIA is pleased to provide New Hampshire Department of Safety (DOS) with IDEMIA's Next-Generation Touch Print Enterprise LiveScan Station equipped with the accepted standard DOS / Tri-State AFIS profiles for submission directly to the Tri-State (Maine, New Hampshire, Vermont) AFIS System. IDEMIA's fully integrated LiveScan solution provides DOS the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture
- ◆ Windows 10 Operating System
- ◆ Full compliance with Tri-State AFIS, FBI IAFIS/NCI EBVS and ANSI/NIST image standards.
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1-year on-site warranty
- ◆ Loading of the charging statute data also known as uniform charge table (UCT) at the time of install
- ◆ During the maintenance period, all periodic releases (at least one per quarter) of UCT will be imported into the system.
- ◆ Any and all remote management performed by IDEMIA will be CJIS compliant
- ◆ All users will have individual user logins, including remote livescan users. No common/generic logins will be used.
- ◆ User accounts will be maintained by the AFIS-AD and livescans will be part of the AFIS-AD domain if appropriate. Please refer to Appendix A for additional Active Directory details.
- ◆ IDEMIA will enforce CJIS password policy in conformance of Section "5.6.2.1.1 Password" of the CJIS Security Policy
- ◆ DOS/DoIT Administrator will be able to manage (enable/disable) NH user accounts in proposed AFIS-AD.
- ◆ Security patches will be installed quarterly.
- ◆ IDEMIA will provide DOS with quarterly reports of update activity.
- ◆ Quarterly Operating System updates to include all security patches. Does not include Major Version Upgrades
- ◆ IDEMIA will provide an upgrade to a new Major version of the LiveScan Operating System when it is no longer supported by the manufacturer, the end of support occurs within 7 years of LiveScan purchase, and the existing hardware supports the upgrade.
  - a. If the hardware does not support the upgrade, an upgrade will be offered at a nominal price (expected to be approximately \$5,000)
- ◆ A document will be provided to DOS that describes how security incidents (i.e. breaches) will be handled (e.g. how long before DOS is notified, IDEMIA's responsibilities, etc.) Reference NH RSA Chapter 359-C:20

Notification of Security Breach Required. This document shall be subject to approval by the State, which approval shall not be unreasonably withheld.

- IDEMIA will use Bumgar to ensure remote management is performed in a CJIS compliant manner.
- On-site Installation Services will be scheduled after network connectivity has been established and verified.
- IDEMIA will be responsible for deployment, update, upgrade, and maintenance of provided endpoint antivirus protection software on all LiveScan(s). The endpoint antivirus protection software shall be subject to approval by the State, which approval shall not be unreasonably withheld.
- IDEMIA Server will be located on AFIS backend and will need Internet access for Operating System to pull updates from the Endpoint software provider to download Antivirus software updates
- Existing network infrastructure will be utilized to push weekly updates of antivirus software to LiveScan(s) from remote administrator application. In case the endpoints are not accessible remotely then these will be updated manually using a site visit by IDEMIA.
- NH DOS CJIS security officer to confirm the existence of an inter-agency agreement with each agency at which a LiveScan will be installed in accordance with this contract.
- With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- IDEMIA will dispose of the 44 LiveScan machines being replaced by the machines being purchased under this contract, for a fee of \$475 per disposed machine, but IDEMIA will provide the hard drive from each disposed machine to DOS.

SOLUTION DESCRIPTION AND PRICING

IDEMIA will provide the equipment and services as described in Table 1.

Tenprint/Palmprint Capture Table 1

Description	Unit Price	Qty	Total
IDEMIA LiveScan Station Cabinet, including the following: IDEMIA Next-Generation Touch Print Enterprise LiveScan Station Software with Windows 10 OS FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology Computer, Touch screen monitor, keyboard and mouse Ruggedized Cabinet fixed-height with foot pedal for hands free advancement Mugshot Capture Module (Camera, Software, Housing) Signature Capture Pad UPS Criminal, Juvenile, Civil Applicant, and Applicant profiles using standard Tri-States workflows	\$18,500	44	\$814,000
CHRI Interface Modifications: Exchanges between LiveScan Station and CHRI to be based on UCT smart code The inclusion of facial mugshot image with arrest incidents sent to CHRI Notification sent to CHRI of FBI SRE response	\$25,000	1	\$25,000
Disposal of 44 obsolete LiveScans	\$475	44	\$20,900
Installation / On-site Training Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement Freight	Included		
<b>Total</b>			<b>\$859,900</b>

The above product pricing is valid for a seven (7) year period for the purchase of any additional LiveScan Systems.

This contract covers the purchase, installation and warranty period of the LiveScan Systems detailed in this document. IDEMIA is agreeing to the maintenance pricing as well as the services described in this contract during maintenance including antivirus (AV) and operating system (OS) updates. After the initial warranty period expires, all LiveScan Systems purchased under this contract will be added to Maintenance and Support Agreement and will be subject to the terms of that Agreement, with the additional pricing for maintenance shown in Exhibit B Part II.

CUSTOMER RESPONSIBILITIES

DOS is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- DOS will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining all required authorizations for connecting to the Tri-State AFIS.

Contractor Initials JAC  
Date 07/26/18

**ADVANTAGE SOLUTION SUPPORT**

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
<b>Software Support 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	✓	✓
2 Hour Telephone Response Time	✓	✓
Remote Dial-in Analysis	✓	✓
Software Standard Releases	✓	✓
Software Supplemental Releases	✓	✓
Automatic Call Escalation	N	✓
Software Customer Alert Bulletins	N	✓
Endpoint Anti-Virus Protection Software**	✓	✓
Windows Operating System Updates***	N	✓
<b>Hardware Support - On-site 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	24-hours	✓
On-Site Corrective Maintenance	N	✓
On-Site Parts Replacement	N	✓
Preventive Maintenance	N	✓
Escalation Support	N	✓
Hardware Service Reporting	N	✓
Hardware Customer Alert Bulletins	N	✓
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	✓	✓
Telephone Technical Support for Parts Replacement	✓	✓
Parts Customer Alert Bulletins	✓	✓

\*Customer local time

\*\* Weekly updates of antivirus software pushed to LiveScan1 from Remote Administrator Application

\*\*\* Quarterly Operating System updates

Contractor Initials DGS  
Date 24/12/12

PERFORMANCE SCHEDULE FOR PART II SERVICES

Preliminary Project Schedule:

- Order logged 4/18/19
- Ship LiveScans 7/15/19
- Install Wave #1 (10 LiveScans per week) 7/22/19
- Install Wave #2 (10 LiveScans per week) 7/29/19
- Install Wave #3 (10 LiveScans per week) 8/5/19
- Install Wave #4 (10 LiveScans per week) 8/12/19
- Install Wave #5 (4 LiveScans per week) 8/19/19

**EXHIBIT B**  
**Payment Terms**

**OVERVIEW OF COST BY STATE FISCAL YEAR**

Service	Fiscal Year	Year	Fiscal Year Dates	Amount
Purchase & Maintenance on 44 new LiveScans	SFY2019	Current Year		\$839,000.00
Maintenance & Support Agreement on 2 Current Transportables and Lexmark Printers; Disposal of Obsolete LiveScans	SFY2020	Year 1	July 1, 2019 to June 30, 2020	\$26,578.00
Maintenance & Support Agreement on 2 Current and 44 new LiveScans	SFY2021	Year 2	July 1, 2020 to June 30, 2021	\$128,282.00
Maintenance & Support Agreement on 2 Current and 44 new LiveScans	SFY2022	Year 3	July 1, 2021 to June 30, 2022	\$132,232.00
Maintenance & Support Agreement on 2 Current and 44 new LiveScans	SFY2023	Year 4	July 1, 2022 to June 30, 2023	\$136,329.00
Maintenance & Support Agreement on 2 Current and 44 new LiveScans	SFY2024	Year 5	July 1, 2023 to June 30, 2024	\$140,374.00
Maintenance & Support Agreement on 44 new LiveScans	SFY2025	Year 6	July 1, 2024 to June 30, 2025	\$137,676.00
Maintenance & Support Agreement on 44 new LiveScans	SFY2026	Year 7	July 1, 2025 to June 30, 2026	\$141,812.00
	Total			\$1,682,483.00

Contractor Initials DW  
Date 04/01/19



PART I

SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

PAYMENT TERMS APPLICABLE TO THE PART I SERVICES

Maintenance and Support Agreement # 001312-015

Date April 19, 2019

New Term Effective

Start July 1, 2019

End June 30, 2026

Customer: New Hampshire Department of Safety	Billing Agency:	
Address (1): 33 Hazen Drive	Address (1):	
Address (2):	Address (2):	
City/State/Zip: Concord, NH 03305	City/State/Zip:	
Contact: Kevin Connor, Business and Project Administrator	Contact Name:	
Telephone: (603) 223-4300	Telephone:	
Fax:	Fax:	
Email: kevin.connor@dos.nh.gov	Email:	
<input type="checkbox"/> AFIS System	<input checked="" type="checkbox"/> LiveScan™ Station	<input type="checkbox"/> MORPHO BIS System
<b>STANDARD SUPPORT</b>		
<input checked="" type="checkbox"/> Advantage - Software Support - See Exhibit A for Livescan Support		
◆ Telephone Response: 2 Hour	◆ Standard Releases & Updates	◆ Supplemental Releases & Updates
◆ Remote Dial-In Analysis	◆ Software Customer Alert Bulletins	◆ 8 a.m. - 5 p.m. Monday to Friday PPM
◆ Unlimited Telephone Support	◆ Automatic Call Escalation	
<b>SUPPORT OPTIONS</b>		
<input checked="" type="checkbox"/> On-Site Hardware Support - See Exhibit A for Livescan Support		
◆ 8 a.m. - 5 p.m. Monday to Friday PPM	◆ Defective Parts Replacement	◆ Hardware Service Reporting
◆ Next Day PPM On-site Response	◆ Escalation Support	◆ Product Repair
◆ Hardware Vendor Liaison	◆ Hardware Customer Alert Bulletins	◆ Equipment Inventory Detail Management
<input checked="" type="checkbox"/> Parts Support		
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins	
* If customer is providing their own on-site hardware support, the following applies:		
Customer Orders & Replaces Parts	Telephone Technical Support for Parts Replacement Available	
	<b>GRAND TOTAL</b>	<b>\$31,375.00</b>
	Year 1 - July 1, 2019 to June 30, 2020	\$ 5,678.00
	Year 2 - July 1, 2020 to June 30, 2021	\$5,962.00
	Year 3 - July 1, 2021 to June 30, 2022	\$6,260.00
	Year 4 - July 1, 2022 to June 30, 2023	\$6,573.00
	Year 5 - July 1, 2023 to June 30, 2024	\$6,902.00

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Contractor Initials DKC  
Date 04/19/19

PART II

PAYMENT TERMS APPLICABLE TO THE PART II SERVICES

Solution Description and Pricing

IDEMIA will provide the equipment and services described in Exhibit A, Part I Services, Table 1.

TENPRINT/PALMPRINT CAPTURE TABLE 2, PRICING

Description	Unit Price	Qty	Total
IDEMIA LiveScan Station Cabinet, including the following: IDEMIA Next-Generation Touch Print Enterprise LiveScan Station Software with Windows 10 OS FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology Computer, Touch screen monitor, keyboard and mouse Ruggedized Cabinet fixed-height with foot pedal for hands free advancement Mugshot Capture Module (Camera, Software, Housing) Signature Capture Pad UPS Criminal, Juvenile, Civil Applicant, and Applicant profiles using standard Tri-States workflows	\$18,500	44	\$814,000
CHRI Interface Modifications: Exchanges between LiveScan Station and CHRI to be based on UCT smart code The inclusion of face mugshot image with arrest incidents sent to CHRI Notification sent to CHRI of FBI SRE response	\$25,000	1	\$25,000
Disposal of 44 obsolete LiveScans	\$475	44	\$20,900
Installation / On-site Training Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement Freight	Included		
Total			\$859,900

The above product pricing is valid for a seven (7) year period for the purchase of any additional LiveScan Systems.

This contract covers the purchase, installation and warranty period of the LiveScan Systems detailed in this document. IDEMIA is agreeing to the maintenance pricing as well as the services described in this contract during maintenance including antivirus (AV) and operating system (OS) updates. After the initial warranty period expires, all LiveScan Systems purchased under this contract will be added to Maintenance and Support Agreement and will be subject to the terms of that Agreement, with the additional pricing for maintenance shown in Exhibit B Part II.

Contractor Initials JCS  
Date 04/12/19

## PURCHASE PRICE WITH MAINTENANCE

## TABLE 3 PRICING

## 7 Years of Maintenance

Year	Per Unit Price	Quantity	Total Price
Purchase	\$18,500	44	\$814,000
Year 1	Warranty	44	\$0
Year 2	\$2,780	44	\$122,320
Year 3	\$2,863	44	\$125,972
Year 4	\$2,949	44	\$129,756
Year 5	\$3,038	44	\$133,672
Year 6	\$3,129	44	\$137,676
Year 7	\$3,223	44	\$141,812
Total	\$36,482	44	\$1,605,208

## PRICE SUMMARY TABLE 4

Table	Price
Ex. B. Pt. II. Table 2 CHRI Interface Modifications	\$25,000
Ex. B. Pt. II. Table 2 LiveScan disposal	\$20,900
Ex. B. Pt. II. Table 3 Purchase with Maintenance	\$1,605,208
Grand Total	\$1,651,108

One hundred percent (100%) of the purchase price of a subsystem, defined as individual LiveScan Station for an end-user site, will be invoiced upon acceptance of each subsystem site location. Payment net thirty (30) days after DOS approval of each invoice.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMLA within thirty (30) days after DOS approval of the invoice. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMLA unless a subsequent agreement is signed by both parties.

Invoices should be sent to:

Accounts Payable  
NH Department of Safety  
33 Hazen Drive  
Concord, NH 03305

IDEMLA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMLA will make its best effort to provide a suitable replacement.

Please remit all payments, send all Purchase Orders, and direct all questions and correspondence to:

IDEMLA  
Attention: Jayne Goodall  
5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807  
Email: [jayne.goodall@idemla.com](mailto:jayne.goodall@idemla.com)  
Tel: (714) 575-2956 | Fax: (714) 238-2049

Contractor Initials RLCDate 02/14/12

## EXHIBIT C

### SPECIAL PROVISIONS

This exhibit contains the Special Provisions applicable to the Part I Services and the Part II Services, respectively. P-37 Agreement, General Provisions, section 7.3 is replaced in its entirety with the following:  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative.

P-37 Agreement, General Provisions, section 9.1 is replaced in its entirety with the following:  
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. "Data" includes Criminal Justice Information and information that the system provided by the Contractor is designed to capture and excludes the Contractor's intellectual property.

P-37 Agreement, General Provisions, section 14.1.2 is replaced in its entirety with the following:  
14.1.2 special cause of loss coverage form covering all physical property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

To the extent that any of the following Special Provisions conflict with the General Provisions, sections 1 through 24 of this P-37 Agreement, the General Provisions, as amended above, shall control.

## SPECIAL PROVISIONS APPLICABLE TO THE PART I SERVICES

Idemia Identity & Security USA LLC ("IDEMIA" or "IDEMIA") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and New Hampshire Department of Safety ("State"), having a place of business at 33 Huzen Drive, Concord, NH 03305 enter into this Maintenance and Support Agreement ("MSA"), pursuant to which State will purchase and IDEMIA will sell the maintenance and support services as described below and in the referenced exhibits. IDEMIA and State may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

### SECTION 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this MSA. In interpreting this MSA and resolving any ambiguities, the main body of this MSA will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A to the P-37 Agreement, Part I Services, A: "Description of Covered Products"

Exhibit A to the P-37 Agreement, Part I Services, B: "Maintenance and Support Agreement"

Exhibit B, Part I: "Support Plan Options and Pricing Worksheet"

### SECTION 2. DEFINITIONS

"Equipment" means the physical hardware purchased by State from IDEMIA pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or IDEMIA owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or IDEMIA owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this MSA. The PPM selected by State is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by IDEMIA.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on State's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this MSA.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this MSA begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by IDEMIA as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between State and IDEMIA (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by IDEMIA on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist State in ascertaining the nature of a problem being experienced by State, minor assistance concerning the use of the Software (including advising or assisting State in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this MSA.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### SECTION 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this MSA and in consideration of the payment by State of the price for the Services, IDEMIA will provide to State the Services in accordance with State's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this MSA is seven (7) years, beginning on the Start Date.

Type of Device	MSA Term
Two Transportables and Lexmark Printers	Five (5) years
Forty four (44) new LiveScans	Seven (7) years

3.3. This MSA covers all copies of the specified Software listed in the Description of Covered Products that are licensed by IDEMIA to State. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to State as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, State acquires additional units of the Software that is covered by this MSA, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when State acquires the additional units, as IDEMIA determines. IDEMIA may adjust the price of the maintenance and support services effective as of a renewal if it provides to State notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If State notifies IDEMIA of its intention not to renew this MSA as permitted by Section 3.2 and later wishes to reinstate this MSA, it may do so with IDEMIA's consent provided (a) State pays to IDEMIA the amount that it would have paid if State had kept this MSA current, (b) State ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When IDEMIA performs Services at the location of installed Products, State agrees to provide to IDEMIA, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. State will provide all information pertaining to the hardware and software with which the Products are interfacing to enable IDEMIA to perform its obligations under this MSA.

3.5. All State requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. IDEMIA will provide to State Technical Support Services and Releases as follows:

3.6.1. IDEMIA will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon State's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by IDEMIA outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then

current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, IDEMIA will provide to State without additional license fees an available Supplemental or Standard Release after receipt of a request from State, but State must pay for any installation or other services and any necessary Equipment or third party software provided by IDEMIA in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 IDEMIA will provide to State an available Product Release after receipt of a request from State, but State must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by IDEMIA in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. IDEMIA does not warrant that a Release will meet State's particular requirement, operate in the combinations that State will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at State's request on a time and materials basis at IDEMIA's then current rates for professional services.

3.6.5. IDEMIA's responsibilities under this MSA to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, IDEMIA will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case State shall install the Standard Release that fixes the reported error or terminate this MSA as to the applicable Software).

3.7. The maintenance and support Services described in this MSA are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and IDEMIA shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of State's facilities, State's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by IDEMIA's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, State's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by IDEMIA or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of State's personal property, equipment, and/or peripherals and any application software not provided by IDEMIA.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in State's platform or in the Software.

3.7.11 Services to correct errors found to be caused by State-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond IDEMIA-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

- 3.7.15. Services related to customer's failure to use an UPS system to protect against power interruptions.
- 3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with State's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.
- 3.8. The State hereby agrees to:
- 3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.
- 3.8.2. *REMOVED.*
- 3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.
- 3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to IDEMIA's State Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed IDEMIA's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. State agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to IDEMIA. State shall assist IDEMIA in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any State representative may contact IDEMIA's State Support Center by telephone, but the System Administrator must follow up with IDEMIA's State Support as soon as practical thereafter.
- 3.9. In performing repairs under this MSA, IDEMIA may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by IDEMIA shall become IDEMIA's property.
- 3.10 To the extent permitted by applicable law and consistent with industry standards, State shall permit and cooperate with IDEMIA so that IDEMIA may periodically conduct audits of State's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, IDEMIA may correct the price and immediately invoice State for the difference (as well as any unpaid but owing license fees). IDEMIA will limit the number of audits to no more than one (1) per year except IDEMIA may conduct quarterly audits if a prior audit indicated the price had been understated.
- 3.11. If State replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, IDEMIA will have the right to adjust the price for the Services to the appropriate current price for the new configuration.
- 3.12 State shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the IDEMIA.
- 3.13 All LiveScan interfaces existing as of the date of execution of this Agreement will be provided at no additional cost to the State with the new LiveScans.

#### SECTION 4. RIGHT TO SUBCONTRACT AND ASSIGN

Intentionally Omitted

#### SECTION 5. PRICING, PAYMENT AND TERMS

- 5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. IDEMIA will provide to State an invoice, and State will make payments to IDEMIA within thirty (30) days after DOS approval of each invoice. During the term of this MSA, State will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.
- 5.2. Intentionally Omitted
- 5.3 If State requests, IDEMIA may provide services outside the scope of this MSA or after the termination or expiration of this MSA and State agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

Contractor Initials RES  
Date 01/18/13



5.4 REMOVED.

#### SECTION 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this MSA. Except for personal injury or death, IDEMIA's (including any of its affiliated companies) total liability arising from this MSA will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this MSA. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this MSA. No action for breach of this MSA or otherwise relating to the transactions contemplated by this MSA may be brought more than three (3) years after the accrual of such cause of action, except for money due upon an open account.

#### SECTION 7. DEFAULT TERMINATION

7.1. Upon the expiration or earlier termination of this MSA, State and IDEMIA shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this MSA. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by IDEMIA to State in connection with this MSA; (c) all geographic information system, address, telephone, or like records and data provided by State to IDEMIA in connection with this MSA that is required by law to be held confidential.

#### SECTION 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this MSA 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), or by facsimile with correct answerback received, and shall be effective upon receipt  
State: New Hampshire Department of Safety  
Attn: Kevin Connor, Business and Project Administrator  
33 Hazen Drive  
Concord, NH 03305  
Phone: (603) 223-4300

Idemia: Identity & Security USA LLC  
Attn: Maintenance Agreements  
5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807  
Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this MSA will not operate as a waiver of such right or power. For a waiver 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.

8.4. Intentionally Omitted

8.5. This MSA, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether

written or oral, related to the services performed. Neither this MSA nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. State agrees to reference this MSA on all purchase orders issued in furtherance of this MSA. Neither party will be bound by any terms contained in State's purchase orders, acknowledgements, or other writings (even if attached to this MSA).  
8.6. This MSA 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 Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

**SECTION 9. CERTIFICATION DISCLAIMER**

IDEMIA specifically disclaims all certifications regarding the manner in which IDEMIA conducts its business or performs its obligations under this MSA, unless such certifications have been expressly accepted and signed by an authorized signatory of IDEMIA.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this MSA and the performance by the Parties of this MSA. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither IDEMIA nor any of its employees is an agent or representative of State.

Contractor Initials Pal  
Date 04/21/9

## SPECIAL PROVISIONS APPLICABLE TO THE PART II SERVICES

### IDEMIA Biometrics Products and System Sales Agreement ("Sales Agreement")

#### SECTION 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Sales Agreement. In interpreting this Sales Agreement and resolving any ambiguities, the main body of this Sales Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through B will be resolved in the order in which they are listed.

Exhibit I to P-37 Agreement, Exhibit C Special Provisions Applicable to the Part II Services - IDEMIA "Software License Agreement"

Exhibit B, Part II to the P-37 Agreement-- "Payment Schedule"

#### SECTION 2. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

- 2.1 "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2 "Beneficial Use" means when State first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.2 "Contract Price" means the price for the System or Products associated with this Sales Agreement, as identified in Exhibit B to the P-37 Agreement.
- 2.3 "Effective Date" means that date as described in section 3 of the P-37 Agreement General Provisions.
- 2.3 "Equipment" means the equipment listed in the List of Deliverables or List of Products that State is purchasing from IDEMIA under this Agreement.
- 2.4 "Infringement Claim" means a third party claim alleging that the Equipment manufactured by IDEMIA or the IDEMIA Software infringes upon the third party's United States patent or copyright.
- 2.5 "IDEMIA" means "Contractor".
- 2.6 "IDEMIA Software" means Software that IDEMIA or IDEMIA owns.
- 2.7 "Non-IDEMIA Software" means Software that a party other than IDEMIA or IDEMIA owns.
- 2.8 "Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.
- 2.9 "Products" means the Equipment and Software provided by IDEMIA under this Agreement.
- 2.10 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by IDEMIA or IDEMIA under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by IDEMIA, Printrak, or another party.
- 2.11 "Software" means the IDEMIA Software and Non-IDEMIA Software in object code format that is furnished with the System or Equipment and which may be listed on the List of Deliverables or List of Products.
- 2.12 "Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents.
- 2.13 "Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.
- 2.14 "System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.
- 2.15 "System Acceptance" means the Acceptance Tests have been successfully completed.

SECTION 3. SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** For System sales, IDEMIA will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. State will perform its contractual responsibilities in accordance with this Agreement. For Product sales, IDEMIA will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. State will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of IDEMIA's receipt of a Change Order, IDEMIA shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to IDEMIA's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing. All Change Order requests from IDEMIA to the State, and the State acceptance of IDEMIA's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

3.3. **TERM.** For System sales: Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance or expiration of the warranty period as set forth in Section 9, whichever occurs last. For Product sales: Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or seven (7) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES.** For seven (7) years after the Effective Date of this Agreement, State may order additional Equipment, Software, or services provided they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Title and risk of loss to additional Equipment will pass at shipment; warranty will commence upon delivery; and payment is due within thirty (30) days after DOS approval of each invoice. IDEMIA will send State an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.

3.5. **MAINTENANCE SERVICE.**

3.5.1. **System Sales** After the warranty period, State may purchase maintenance and support services for the Equipment and IDEMIA Software by executing the Maintenance and Support Agreement.

3.5.2. **Product Sales** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If State wishes to purchase maintenance or support, IDEMIA will provide a separate maintenance and support proposal upon request.

3.6. **IDEMIA SOFTWARE.** Any IDEMIA Software, including subsequent releases, is licensed to State solely in accordance with the Software License Agreement. State hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-IDEMIA SOFTWARE.** Any Non-IDEMIA Software is licensed to State in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to IDEMIA the right to sublicense the Non-IDEMIA Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. IDEMIA makes no representations or warranties of any kind regarding Non-IDEMIA Software. Non-IDEMIA Software may include Open Source Software: All Open Source Software is licensed to State in accordance with, and State agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by State, IDEMIA will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to State a copy of the applicable standard license (or specify where such

license may be found); and (iii) provide to State a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to State, IDEMIA reserves the right to substitute any Equipment, Software, or services to be provided by IDEMIA, provided that the substitute meets or exceeds the Specifications and is of equivalent or better quality to the State. Any such substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1 of this Agreement, or if the Parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), State shall have the right and option to purchase the equipment, software, and related services that are described and listed in the Priced Options exhibit. State may exercise this option by giving written notice to IDEMIA which must designate what equipment, software, and related services State is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the purchase of the selected equipment, software, and related services. However, the parties acknowledge that certain contractual provisions must be agreed upon, and they agree to negotiate those in good faith promptly after State delivers to IDEMIA the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### SECTION 4. PERFORMANCE SCHEDULE

IDEMIA and State agree that they will perform their respective responsibilities substantially in accordance with the Performance Schedule. By executing this Agreement, State authorizes IDEMIA to proceed with performance of this Agreement.

#### SECTION 5. CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price is as stated in Exhibit B. If there is a reduction in the services, Software, and/or Equipment quantities, it may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** IDEMIA will submit invoices to State according to Exhibit B. Except for a payment that is due on the Effective Date, State will make payments to IDEMIA within thirty (30) days after DOS approval of each invoice. State will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For State's reference, the Federal Tax Identification Number for IDEMIA, LLC is 33-0154789.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Unless otherwise stipulated with the Buyer when an Order is accepted, the Equipment will be delivered by IDEMIA to such locations within the State of New Hampshire as the State may direct. IDEMIA will unload the Equipment and install the Equipment in the designated location. If requested by IDEMIA, the State shall provide IDEMIA with a secure location in which to store the Equipment until installation. Title to the Equipment will pass to State upon payment in full of the Contract Price as outlined in Section 5.1 above, except that title to Software will not pass to State at any time. Risk of loss will pass to State upon Acceptance of all Equipment pursuant to Section 8. IDEMIA will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the State at the following address:

Accounts Payable, NH Department of Safety, 33 Hazen Drive, Concord, NH 03305

The city which is the ultimate destination where the Equipment will be delivered to State is: Concord, NH

The Equipment will be shipped to the State at the following address (insert if this information is known):

Such locations within the State of New Hampshire as the State may direct. State may change this information by giving written notice to IDEMIA.

#### SECTION 6. SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, State will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and (iii) access to the work sites

identified in the Technical and Implementation Documents as reasonably requested by IDEMIA so that it may perform its duties in accordance with the Performance Schedule and Exhibit A.

6.2. SITE CONDITIONS. State will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, State will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a work site, IDEMIA will inspect the work site and advise State of any apparent deficiencies or non-conformities with the requirements of this Section.

6.3. SITE ISSUES. If IDEMIA or State determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, IDEMIA and State will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If such change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the parties will equitably amend the Contract Price or Performance Schedule, or both, by a change order.

#### SECTION 7. TRAINING.

Any training to be provided by IDEMIA to State under this Agreement will be described in a written training plan that is part of the Statement of Work. State will notify IDEMIA immediately if a date change for a scheduled training program is required.

#### SECTION 8. ACCEPTANCE

##### 8.1 SYSTEM ACCEPTANCE

8.1.1 COMMENCEMENT OF ACCEPTANCE TESTING. IDEMIA will provide to State at least ten (10) days' notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan, which Acceptance Test Plan shall be agreed to by the parties. IDEMIA will provide the State the Acceptance Test Plan thirty (30) days after contract award.

8.1.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan for all the Equipment, collectively. Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. If State believes that the System has failed the completed Acceptance Tests, State will provide to IDEMIA a written notice that includes the specific details of such failure. If State does not provide to IDEMIA such notice within ten (10) business days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.1.3 BENEFICIAL USE. State acknowledges that IDEMIA's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if State begins using the System before System Acceptance. Therefore, State will not commence Beneficial Use before System Acceptance without IDEMIA's prior written authorization, which IDEMIA will not unreasonably withhold. IDEMIA is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, State assumes responsibility for the use and operation of the System and payment in full is due.

##### 8.2 PRODUCT ACCEPTANCE

8.2.1. Acceptance of the Products will occur upon successful completion of the acceptance verification or testing for all the Equipment, collectively. Notwithstanding the preceding sentence, State's use of the Products for their operational purposes will constitute acceptance.

## SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY** (System sales only). IDEMIA represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. IDEMIA is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by IDEMIA attached to or used in connection with the System or for reasons beyond IDEMIA's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) State changes to load usage or configuration outside the Specifications; or (iii) any acts of parties who are beyond IDEMIA's control.

### 9.2. EQUIPMENT WARRANTY.

9.2.1. **System Sales** For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, IDEMIA warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within State's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.2.2. **Product Sales** For one (1) year from the date of System Acceptance, IDEMIA warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

### 9.3. IDEMIA SOFTWARE WARRANTY.

9.3.1. **System Sales** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, IDEMIA warrants the IDEMIA Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the IDEMIA Software. If System Acceptance is delayed beyond six (6) months after shipment of the IDEMIA Software by events or causes within State's control, this warranty expires eighteen (18) months after the shipment of the IDEMIA Software.

9.3.2. **Product Sales** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance, IDEMIA warrants the IDEMIA Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the IDEMIA Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND IDEMIA SOFTWARE WARRANTIES:** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or IDEMIA Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by IDEMIA; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by State's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** For State to assert a claim that the Equipment or IDEMIA Software does not conform to these warranties, State must notify IDEMIA in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, IDEMIA will investigate the warranty claim. If this investigation confirms a valid warranty claim, IDEMIA will (at its option and at no additional charge to State) repair the defective Equipment or IDEMIA Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or IDEMIA Software. Such action will be the full extent of IDEMIA's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of IDEMIA.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by IDEMIA to the original user purchasing the System or Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND IDEMIA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### SECTION 10. DELAYS

10.1. **FORCE MAJEURE.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. Intentionally Omitted

#### SECTION 11. DISPUTES

11.1. **SETTLEMENT PREFERRED.** IDEMIA and State, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute may be mediated by a mediator chosen jointly by IDEMIA and State within thirty (30) days after notice by one of the parties demanding non-binding mediation. IDEMIA and State will not unreasonably withhold consent to the selection of a mediator, and IDEMIA shall be responsible for the mediator's fees and expenses. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR"). Nothing herein shall prohibit either party from pursuing remedies in court in lieu of alternative dispute resolution.

11.2. **LITIGATION.** Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation may be submitted by either party to a court of competent jurisdiction in New Hampshire. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

#### SECTION 12. INTENTIONALLY OMITTED

#### SECTION 13. INTENTIONALLY LIMITED

##### 13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. IDEMIA will defend at its expense any suit brought against State to the extent that it is based on an Infringement Claim, and IDEMIA will indemnify State for those costs and damages finally awarded against State for an Infringement Claim. IDEMIA's duties to defend and indemnify are conditioned upon: (i) State promptly notifying IDEMIA in writing of such Infringement Claim; (ii) IDEMIA having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) State providing to IDEMIA cooperation and, if requested by IDEMIA, reasonable assistance in the defense of the Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in IDEMIA's opinion is likely to occur, IDEMIA may at its option and expense procure for State the right to continue using the Equipment or IDEMIA Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant State a credit for such Equipment or IDEMIA Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and IDEMIA Software.



13.2.3. IDEMIA will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or IDEMIA Software with any software, apparatus or device not furnished by IDEMIA; (ii) the use of ancillary equipment or software not furnished by IDEMIA and that is attached to or used in connection with the Equipment or IDEMIA Software; (iii) any Equipment that is not IDEMIA's design or formula; (iv) a modification of the IDEMIA Software by a party other than IDEMIA; or (v) the failure by State to install an enhancement release to the IDEMIA Software that is intended to correct the claimed infringement. The foregoing states the entire liability of IDEMIA with respect to infringement of patents and copyrights by the Equipment and IDEMIA Software or any parts thereof.

#### SECTION 14. LIMITATION OF LIABILITIES

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement, except for personal injury or death. IDEMIA's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER WILL NOT be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than three (3) years after the accrual of such cause of action, except for money due upon an open account.

#### SECTION 15. CONFIDENTIALITY AND PROPRIETARY RIGHTS

##### 15.1. CONFIDENTIAL INFORMATION

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing party; or (vi) information required to be disclosed per P-37 Agreement, General Provisions section 9 and/or RSA 91-A.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

##### 15.2. PRESERVATION OF PROPRIETARY RIGHTS

15.2.1. IDEMIA, the third party manufacturer of any Equipment, and the copyright owner of any Non-IDEMIA Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this

Agreement is intended to restrict the Proprietary Rights of IDEMIA, any copyright owner of Non-IDEMIA Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing to State the Equipment, Software, or related services remain vested exclusively in IDEMIA, and this Agreement does not grant to State any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of IDEMIA or IDEMIA. State agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

#### SECTION 16. MISCELLANEOUS

16.1. Intentionally Omitted.

16.2. Intentionally Omitted

16.3. Intentionally Omitted

16.4. **WAIVER.** 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 (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. **GOVERNING LAW.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed or the State where the Product is delivered, to the extent they do not conflict with the laws of the United States.

16.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any State purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. **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, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

State: New Hampshire Department of Safety  
Attn: Kevin Connor, Business and Project Administrator  
33 Hazen Drive

Concord, NH 03305  
Phone: (603) 223-4300

Idemia: Identity & Security USA LLC  
Attn: Maintenance Agreements  
5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807  
Phone: (714)238-2000 Fax: (714)632-2158

16.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System or Product, to the extent they do not conflict with the laws of the United States.

16.12. Intentionally Omitted

16.13. Intentionally Omitted

16.14. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (IDEMIA Software); Section 3.7 (Non-IDEMIA Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 11 (Disputes); Section 14 (Limitation of Liability); Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

Contractor Initials RES  
Date 6/11/19

## EXHIBIT I TO EXHIBIT C, PART II- SOFTWARE LICENSE AGREEMENT

In this Exhibit I, the term "Licensor" means IDEMIA, LLC. ("IDEMIA"); "Licensee," means the State; "Sales Agreement" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement); and "SLA" means this Exhibit and the applicable terms and conditions contained in the Sales Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

- 1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Sales Agreement" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement).
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party; grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

#### SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compile, disassemblies, emulations or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or provision of information services).

No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

#### SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security

Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software or license to Licensee substitute Software which will accomplish the same objective:

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

#### SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products, with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

#### SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

#### SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### SECTION 11. GENERAL

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

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and

regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, 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 United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement.

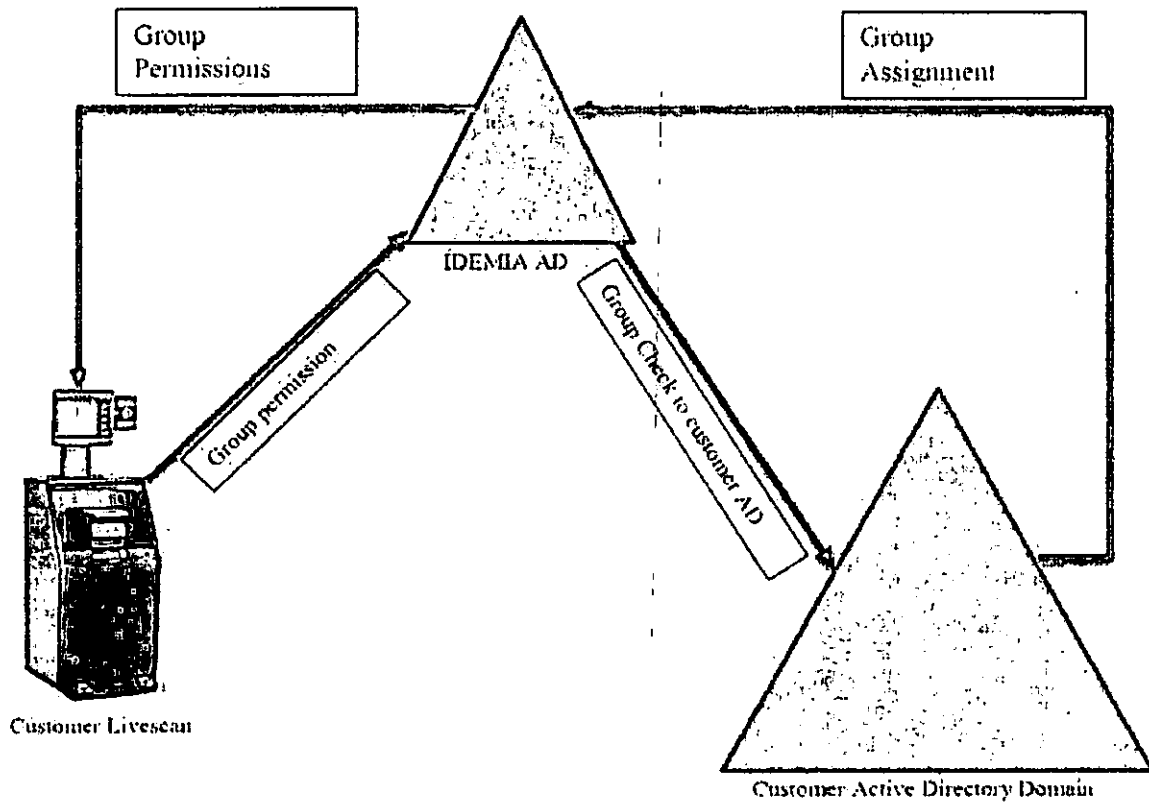
11.5. Intentionally Omitted

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

## APPENDIX A

### High Level Group Assignment

- Livescan is joined to the IDEMIA Active Directory Domain
- Customer logs into Livescan. "John.J.Smith"
- User and password sent to IDEMIA AD
- IDEMIA AD passes the username to Customer AD through a trust
- Customer AD looks up which group the user is a part of. "Police Officer"
- Group value passed to IDEMIA AD.
- IDEMIA applies permissions based on group.
- Customer starts working with the permission they are assigned.



The current implementation by this customer is to use LDAP lookups between domains. They have groups including Supervisors, Desk Sergeants, Patrolmen, Civilian, etc





IDEMIA Identity & Security USA LLC  
290 Concord Road, Suite 300 | Billerica, MA 01821

April 19, 2019

I am writing to certify that Donnie Scott, Senior Vice President of Idemia Identity and Security USA LLC ("IDEMIA"), is authorized to sign that certain contract between IDEMIA and the State of New Hampshire, Department of Safety, Division of State Police, which Mr. Scott signed on April 19, 2019 (the "Contract"). I have reviewed IDEMIA's Delegation of Authority dated March 30, 2018 (as amended). Under the Delegation of Authority, a Senior Vice President may sign a contract of the value, and on the terms, of the Contract. Any amendments made to the Delegation of Authority up to the date hereof do not impact such authority of a Senior Vice President, which authority remains in full force and effect as of the date hereof.

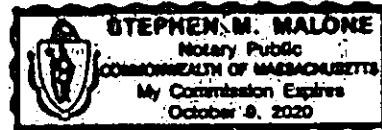
Sincerely,

Eliezer Strassfeld  
Senior Legal Counsel, IDEMIA  
[Eliezer.Strassfeld@us.IDEMIA.com](mailto:Eliezer.Strassfeld@us.IDEMIA.com)  
(978) 215-2857

Commonwealth of Massachusetts  
County of Middlesex

On this 19<sup>th</sup> of April, 2019, before me, Stephen Malone the undersigned notary public, personally appeared Eliezer Strassfeld proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public Signature



# State of New Hampshire

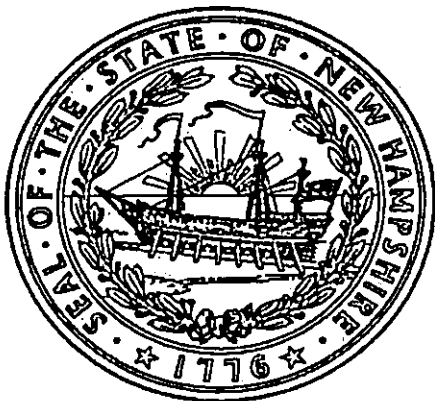
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IDEMIA IDENTITY & SECURITY USA LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 23, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 583165

Certificate Number: 0004489382



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

5/31/2019

DATE (MM/DD/YYYY)

11/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No., Ex):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : AXA Insurance Company	NAIC # 33022
	INSURER B : Sentry Insurance a Mutual Company	24988
	INSURER C : Sentry Casualty Company	28460
	INSURER D : Insurance Company of the State of PA	19429
	INSURER E :	
	INSURER F :	

INSURED  
1430231 IDEMIA IDENTITY & SECURITY USA LLC  
296 CONCORD ROAD, THIRD FLOOR  
BILLERICA MA 01821

COVERAGES      CERTIFICATE NUMBER: 16007554      REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PCS00214818	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 OTC/COLL DED	N	N	90-17190-02 (AOS) 90-17190-03 (MA)	5/31/2018 5/31/2018	5/31/2019 5/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	XS00214918	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-17190-01 90-17190-04 (RETRO)	5/31/2018 5/31/2018	5/31/2019 5/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROPERTY	N	N	7533724	6/1/2018	6/1/2019	PROP ALL RISK COVERAGE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: New Hampshire State Police P-37 Agreement re: Maintenance and Support Agreement associated with 2 current LiveScan Transportable devices with printers and the Purchase and associated maintenance of 44 LiveScan Stations and associated modifications Certificate Holder is included as Additional Insured under the General Liability policy as their interest may appear, but only to the extent such status is required under their written contract / agreement with the Named Insured. Subject to terms and conditions of the policy. The Umbrella Policy is follow form on for the General Liability.

## CERTIFICATE HOLDER

16007554  
New Hampshire Department of Safety  
Division of State Police  
33 Hazen Drive  
Concord NH

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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