

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Burt Gerl, Chairman

DATE: WEDNESDAY, JUNE 16, 2021

Members: Aaron Booker, Brad

TIME: 5:30 PM

Lindmark, Tim Nabors, Angie Goral,

LOCATION: VIRTUAL MEETING - ZOOM

Kevin McCarthy, Dorothy Redd

(WINNEBAGO COUNTY YOUTUBE
LIVE)

The Winnebago County Board Chairman has determined that an in-person meeting is not practicable or prudent because of the COVID-19 pandemic.

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 17 and March 17, 2021 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Purchase of the LiveScan Fingerprint System
- F. CJCC Update
- G. Other Matters
- H. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Wednesday, February 17, 2021
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Angie Goral
Dorothy Redd

Others Present:

Joe Chiarelli, County Board Chairman
Pat Thompson, County Administrator
Brett Frazier, Animal Services Director
Tom Jakeway, Trial Court Administrator
Karen Lytwyn, Crime & Public Safety Commission
Andrew Muller, SAO
Alice Uphouse, Crime & Public Safety Commission
Armando Cardenas, Crime & Public Safety Commission
Jim Knutson, Crime & Public Safety Commission

Absent:

Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 1 and 15, 2020 Public Safety Committee Minutes
- D. Public Comment
- E. Animal Services Ordinance Amending Section 14-116 Fee Schedule
- F. Winnebago County Crime and Public Safety Commission Strategic Plan 2020-2023
- G. Preapproved Reimbursement for Court Technology Upgrades
- H. Other Matters
- I. Adjournment

Chairman Gerl called the meeting to order at 5:36 PM.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Animal Services Ordinance Amending Section 14-116 Fee Schedule

Motion to move by Mr. Gerl and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Preapproved Reimbursement for Court Technology Upgrades

- A discussion followed.

Winnebago County Crime and Public Safety Commission Strategic Plan 2020-2023

- A discussion followed.

Other Matters

- Mr. Frazier gave an update of Animal Services.

Motion to Adjourn. Moved: Ms. Goral, Seconded: Mr. Booker, Mr. McCarthy and Ms. Redd.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Wednesday, March 17, 2021
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral
Dorothy Redd

Others Present:

Joe Chiarelli, County Board Chairman
Pat Thompson, County Administrator
Brett Frazier, Animal Services Director
Marlana Dokken, CJCC Administrator
Andrew Muller, State’s Attorney’s Office

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 1, October 15 and November 19, 2020 Public Safety Minutes
- D. Public Comment
- E. Resolution for Approval of an In-House Position of Winnebago County Criminal Justice Council (CJCC) Administrator
- F. Resolution for Approval of Intergovernmental Agreement for South Beloit High School Resource Officer Program
- G. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
- H. Animal Services Revised Web Site Overview
- I. Other Matters
- J. Adjournment

Chairman Gerl called the meeting to order at 5:32 PM.

Motion to approve the October 1, October 15 and November 19, 2020 Public Safety Minutes

Moved: Mr. Gerl, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution for Approval of an In-House Position of Winnebago County Criminal Justice Council (CJCC) Administrator

Motion by Mr. Gerl and Seconded by Mr. Lindmark and Mr. McCarthy.

- A discussion followed.

Roll call: Mr. Booker yes, Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes, Ms. Redd yes and Mr. Gerl yes.
Motion passed by unanimous voice vote.

Resolution for Approval of Intergovernmental Agreement for South Beloit High School Resource Officer Program

Motion by Mr. Gerl and Seconded by Mr. Nabors.

- A discussion followed.

Roll call: Mr. Booker yes, Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes, Ms. Redd yes and Mr. Gerl yes.
Motion passed by unanimous voice vote.

Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail

Motion by Mr. Gerl and Seconded by Mr. Booker.

- A discussion followed.

Roll call: Mr. Booker yes, Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes, Ms. Redd yes and Mr. Gerl yes.
Motion passed by unanimous voice vote.

Animal Services Revised Web Site Overview

- Mr. Frazier gave a report.

Other Matters

None

Motion to Adjourn. Moved: Mr. McCarthy, Seconded: Mr. Nabors.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Executive Summary

Date: June 16, 2021
To: Public Safety and Judiciary Committee
Prepared by: Winnebago County Sheriff's Department

Subject: Livescan Fingerprint System
County Code: Winnebago County Purchasing Ordinance

Background:

The County of Winnebago currently operates livescan fingerprint systems from Idemia to process inmates into the jail. These Idemia systems are approved and certified by the Illinois State Police (ISP) and integrated into their systems as required by ISP. These livescans also have custom integration with our existing jail management system, OffenderTrak. The current devices are end-of-life. Replacement of these devices with new devices from Idemia allows us to continue to operate in compliance with the ISP requirements and with our custom integrations with OffenderTrak. Idemia is the sole-source provider for this hardware/software solution.

Recommendation:

Due to the custom integration with OffenderTrak, and the existing certification fulfilling requirements from ISP, we have concluded that Idemia is the appropriate replacement for these systems.

Budget Impact: This expenditure is funded in the 2021 CIP.

Contract/Agreement: This is a 1 time purchase with ongoing annual maintenance of \$18,155.

Follow-Up: WCSO will issue a County Purchase Order to Idemia. There is no formal agreement required from Idemia.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Burt Gerl

Submitted by: Public Safety and Judiciary Committee

2021 CR

RESOLUTION AWARDING PURCHASE OF THE LIVESCAN FINGERPRINT SYSTEM

WHEREAS, the County of Winnebago operates an Idemia livescan fingerprint system which has custom integration with our jail management system that is required for the processing of inmates into the jail. The Idemia system is approved by the Illinois State Police for submission of offender data to their systems. The livescan fingerprint system requires updating due to being past its end-of-life; and

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, the livescan fingerprint system is sold and serviced by Idemia with the lowest rates available; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed Idemia quote Resolution Exhibit A and sole-source letter, Resolution Exhibit B, received for the aforementioned and recommends awarding the following:

LIVESCAN FINGERPRINT SYSTEM

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

82200 – 46586 – C2130

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of

Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Purchase Orders with IDEMIA IDENTITY & SECURITY USA LLC 5515 EAST LA PALMA AVENUE, SUITE 100, ANAHEIM, CA 92807, in the dollar amount not to exceed for YEAR ONE - ONE HUNDRED FORTY ONE THOUSAND, SIX HUNDRED DOLLARS (\$141,640.00) and YEAR TWO AND ONWARD EIGHTEEN THOUSAND ONE HUNDRED AND FIFTY FIVE DOLLARS (\$18,155).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Sheriff, Chief Information Officer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker

Aaron Booker

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Kevin McCarthy

Kevin McCarthy

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

Joseph Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

ATTESTED BY:

Lori Gummow
Clerk of the County Board

of the County of Winnebago, Illinois



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

May 13, 2021

Dan Magers
Deputy Chief Information Officer
Winnebago County Sheriff's Office
Department of Information Technology "DoIT"
404 Elm Street
Rockford, IL 61101

Tel: (815) 319-4311

Email: DMagers@WinColl.us

Reference No. IDIL-L021920-02A

IDEMIA is pleased to provide Winnebago County Sheriff's Office with the following proposal for the IDEMIA LiveScan System equipped with the accepted standard State of Illinois software and workflows.

IDEMIA's fully integrated LiveScan solution provides Winnebago County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ 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

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Tenprint/Palmprint - Cabinet		Table 1. Pricing		Price source: SL-LAWENF	
	Description	Qty	Unit Price	Total	
TPE-5300D-ED BCAB-02 TPE-CSTX-ILLINOIS TPE-CSTX-ILPALM TPE-COMX-FTP-SSH TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Cabinet Tenprint/Palmprint, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Ruggedized Cabinet ◆ Standard Illinois defined Workflows and profiles ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	5	\$22,773	\$113,865	
Annual Maintenance (to start after the 1st Year Warranty): 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement		5	\$3,240	\$16,200	

Current shipping is 30+ days after IDEMIA receipt of Winnebago County Sheriff's Office completed installation documentation, or as otherwise scheduled.

Note: State of Illinois requires capture and submission of Photo for submission FEE APP transactions (Applicant).

Options and Pricing

IDEMIA equipment options and pricing described in Table 2. **Options Pricing**

	Description	Unit Price	Annual Maintenance
TPE-SWOX-DI-OFCS-BPUSH	Demographic Interface (DI) receives B.TXT files from external system via FTP or Windows File Share. Records pushed to system show in Livescan Inventory View available for edit.	\$850	--
TP-HWOX-ADLNIC2	Cabinet - PCI based 10/100 Ethernet LAN adapter	\$153	--
TPE-HWOX-DIGCAP TP-HWOX-DIGCAPC	Cabinet System - Digital Photo Capture to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,601	\$391
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	\$1,325	\$342

IDEMIA LiveScan System – Details Table 3. Details

Item	Description
Illinois Enterprise Customization	<ul style="list-style-type: none"> ◆ Capture Types: APP, ARR, CUR, FAP, FPQ, JUV, RAR, UFP ◆ Cards: Criminal Justice Applicant, Arrest Card, Custodial Card, FEE Applicant Card, Fingerprint Inquiry Card, Juvenile Arrest Card, Access and Review Card, Conviction Information Request Card, FD884, FD249 and FD258. ◆ Transmits: to Illinois NATMS ◆ Return Messages: Yes via NATMS Protocol ◆ Client Plugin Importers: CJIS_Query, DBI_Flat, XML_File ◆ Server Importers: OFCS, XML ◆ Touch Print Enterprise Illinois palm customization (for Palm Capture Systems)
TPE-COMX-FTP-SSH	<ul style="list-style-type: none"> ◆ Touch Print Enterprise Fingerprint Record Transmission via FTP over SSH (SFTP) ◆ Provides secure FTP Communication using SSH (Secure SHell)

Customer Responsibilities

Winnebago County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Winnebago County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Winnebago County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Winnebago County Sheriff's Office database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which can be furnished upon request. 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 IDEMIA unless a subsequent agreement is signed by both parties.

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

Proposal Expiration: September 30, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Noemi Islas
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: noemi.islas@idemia.com | Tel (714) 238-2082

We look forward to working with you.

Sincerely,



Michael Hash
Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Winnebago County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

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

Please provide Billing Address:

Billing Contact name

Telephone number ()

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. 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 a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER 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 PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.**

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights.. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. 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 products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary 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 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form 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

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May 19, 2021

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Sincerely

A handwritten signature in black ink, appearing to read "Michael Hash".

Michael Hash
Vice President of Public Security, State & Local Government
IDEMIA