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Suite 100
Anaheim, CA 92807

November 28, 2018

Captain Darrell Griffin
Gaston County Sheriff's Office
Gaston County, NC
Email: dgriffin@gcps.org

Reference No. MTNC-M011218-01A

IDEMIA is pleased to provide Gaston County Sheriff's Office with the following quotation for IDEMIA's cutting-edge-technology product, MorphoDent™.

MorphoDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The MorphoDent Device ("MorphoDent") provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorphoDent captures an individual's fingerprints and submits a data packet to the MorphoMobile Software on the Gaston County Sheriff's Office workstation via the Bluetooth/USB connection,

The MorphoMobile Software generates a North Carolina Department of Public Safety (NC-DPS)-compliant ANSI/NIST file and submits the search request to the NC-DPS AFIS system for identification. Results are returned to the MorphoMobile application screen and to the MorphoDent for notification and positive identification, if available.



Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

MorphoIDent

Table 1. Solution Pricing

Description		Qty	Unit Price	Total
MI01-000005-02	MorphoDent Solution including: <ul style="list-style-type: none">♦ MorphoDent Device♦ MorphoMobile Windows Software Application♦ USB 2.0 Data Cable♦ MorphoDent Quick Start Guide♦ Warranty: 1 Year Advantage warranty♦ Freight	23	\$1,700	\$39,100
	<i>Less special discount for receipt of purchase order by no later than Dec 15, 2018</i>	23	(\$750)	(\$17,250)
	Subtotal	23	\$950	\$21,850
MI00-0EBW0B-C	Black Polymer Device Sleeve	23	\$45	\$1,035
	TOTAL	23	\$995	\$22,885

Options and Pricing

IDEMIA equipment options and pricing are described in Table 2.

Table 2. Options Pricing

Description		Unit Price
	Maintenance: 1 Year <i>Advantage</i> Maintenance	\$175
SMID-ENTBT0-0	Bluetooth 2.1 USB Micro Adapter	\$25
MI00-0EBW0B-D	Battery 5 Pack Replacement	\$160

Standard shipping is 30 days after receipt of order, or as otherwise scheduled.

IDEMIA will include documentation and /or support to facilitate the Gaston County Sheriff's Office's installation of the MorphoMobile Software on the Gaston County Sheriff's Office-provided workstation.

IDEMIA has worked with NC-DPS to certify MorphoDent hardware and MorphoMobile software components for 2-finger, 1:N searches against either the NC-DPS system and/or the FBI Repository for Individuals of Special Concern (RISC) system.

Customer Responsibilities

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

- ♦ End-user training
- ♦ Ensuring the required inter-agency agreements are in place between itself and NC-DPS, local, state and government AFIS
- ♦ Ensuring Gaston County Sheriff's Office-provided workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ♦ Ensuring Gaston County Sheriff's Office workstations are able to connect to the North Carolina State network
- ♦ Ensuring that the Wireless Wide Area Network (WWAN) will support either HTTP/HTTPS or SMTP/S-MIME data protocols to exchange data between MorphoMobile and the NC-DPS AFIS
- ♦ Executing a Memo of Understanding (MOU) with NC-DPS for access to the NC-DPS AFIS and FBI RISC for the purpose of mobile search requests.
- ♦ Installing MorphoMobile Application Software on each Gaston County Sheriff's Office workstation or smart phone
- ♦ Pairing each MorphoDent with each Gaston County Sheriff's Office- provided workstation via Bluetooth or USB
- ♦ Provide the necessary network connectivity between the Gaston County Sheriff's Office LAN and incoming WAN transactions including requisite backend connectivity

- ◆ Testing the MorphoIDent and MorphoMobile Software as per the Quick Start Guide
- ◆ Battery replacement is handled as a consumable and is outside the scope of warranty and annual maintenance coverage

Assumptions

IDEMIA has designed the MorphoIDent products to eliminate recurring cellular costs by integrating into an existing secure wireless wide area network (WWAN). As such, the pricing does not include network/data provisioning or maintenance and the proposed solution assumes the following:

- ◆ The wireless wide area network (WWAN) will support a minimum data throughput of 56 kbit/s with 115 kbit/s or faster recommended. The WWAN should be cellular or Wi-Fi.
- ◆ The MorphoMobile Software can be installed on the Gaston County Sheriff's Office workstation.

System Requirements – IDEMIA confirms the following system requirements: **Table 3**

Minimum System Requirement	
MorphoMobile on a workstation	<ul style="list-style-type: none"> ◆ Windows 7 SP1 operating systems, with all security patches installed. ◆ Support for Bluetooth 2.0 or later.

IDEMIA will provide documentation and /or support to facilitate the Gaston County Sheriff's Office's installation of the MorphoMobile Application on the Gaston County Sheriff's Office-provided workstation.

IDEMIA offers Professional Services for deployment. Should Gaston County Sheriff's Office desire for IDEMIA to provide the deployment of the MorphoIDent, IDEMIA can price those options separately on an as requested basis.

Available IDEMIA Professional Services The below services can be custom quoted. **Table 4**

<ul style="list-style-type: none"> ◆ Program Management ◆ Installation and Test (IAT) ◆ Network connectivity design, review, troubleshooting ◆ Software installation, test, and troubleshooting on a sample set or full deployment set on-site or in the field ◆ Train-the-Trainer user training sessions ◆ On-site full staff user training ◆ On-site integration services
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Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted at a firm fixed price based on our 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 Gaston County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

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.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. 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.

Proposal Expiration: December 31, 2018

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

Jayne Goodall

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@idemia.com | Tel: (714) 575-2956 | Fax: (714) 238-2049

We look forward to working with you.

Sincerely,



Michael Kato

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

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 one (1) year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√

By signing this signature block below, Gaston 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 Billing Address:

Check if Billing Address is same as Shipping Address: ☐

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

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

MorphoIDent

Detailed Product Description

MorphoIDent is IDEMIA's line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on IDEMIA's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

Modern design - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

Optimal ease of use in the field - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

Extreme accuracy - Field-proven IDEMIA biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

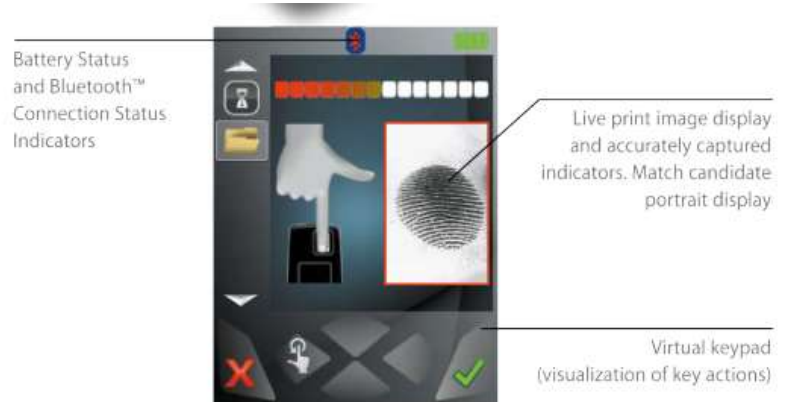
Fully certified – PIV, FBI, EC, and FCC certified – ready to use.

Pictograms and positive feedback - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.



Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC, workstation, smart-phone, or PDA running the MorphoMobile application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



MorphoDent and MorphoMobile Features

MorphoDent Features

- ♦ Handheld device:
- ♦ Multiple finger acquisition
- ♦ Multiple case acquisition (up to 15 cases)
- ♦ Data transfer to host (MorphoMobile) via Bluetooth/USB
- ♦ Acquisition and results interface
- ♦ IDEMIA optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ♦ Cradle design around the FBI certified optical sensor
- ♦ Integrated Design with Fingerprint Sensor
- ♦ Sleek design, glossy finish
- ♦ Compact (fits in a pocket)
- ♦ Large 2.4" VGA color screen
- ♦ Clearly visible outdoors
- ♦ User friendly
- ♦ Multi-case management
- ♦ Vibration alert (capture and identification result)
- ♦ Intuitive end-user actions
- ♦ Pictograms
- ♦ Six (6) function keys
- ♦ Data transfer to host via :
 - ♦ Bluetooth 2.0
 - ♦ USB 2.0
- ♦ Use of existing infrastructure for AFIS interface
- ♦ No additional wireless recurring cost for the customer
- ♦ MorphoDent eliminates the need to add a separate wireless account for each mobile device
- ♦ LiveFeed of fingerprint
- ♦ Mugshot and name returned in search results, if available

MorphoMobile Host Application Features

- ♦ MorphoDent configuration and management
- ♦ Standard NIST file generation and management
- ♦ Remote identification on central AFIS database
- ♦ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ♦ Match candidate portrait and demographic information display
- ♦ Receive fingerprints from terminal (MorphoDent)
- ♦ Create search requests with fingerprints to AFIS



System Diagram

The proposed MorphoIDent system configuration is illustrated in Figure 1 below.

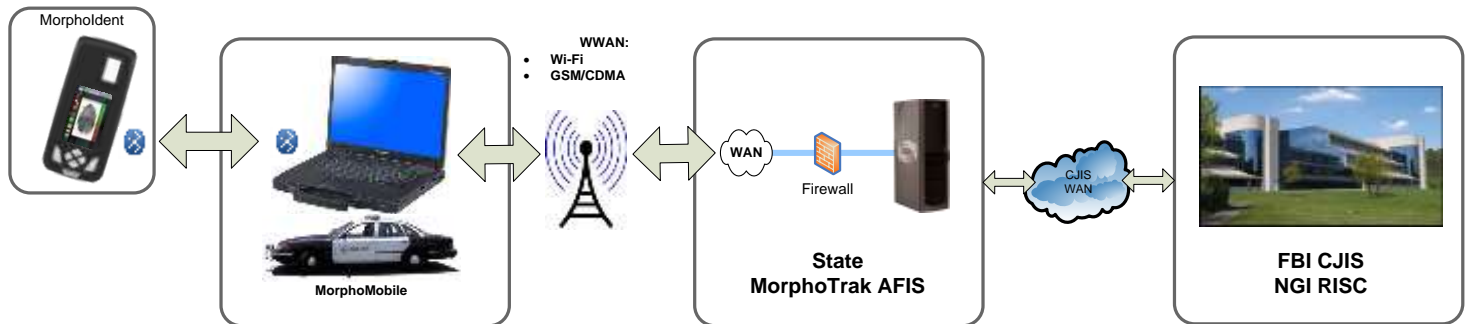


Figure 1: Gaston County Sheriff's Office MorphoIDent Configuration

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 and freight. 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 _____ Michael Kato

Title _____ Vice President of Public Security, State & Local Government

Date _____ Nov 28, 2018

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:

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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. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

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