

## **SALES, SUPPORT AND SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into as of the date of last signature hereto ("Effective Date"), by and between Idemia Identity & Security USA LLC, a Delaware limited liability company, having an office at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 USA (hereinafter referred to as "IDEMIA") and Hopkins County Schools, having its principal place of business at Hopkins County, Kentucky (hereinafter referred to as "Buyer").

### **W I T N E S S E T H:**

WHEREAS, IDEMIA desires to sell to Buyer, and Buyer desires to purchase from IDEMIA, certain Enrollment Workstations ("Workstations") consisting of digital fingerprinting devices and related equipment, software and services described in Exhibit A hereto (collectively, the "Products");

WHEREAS, the Buyer desires to purchase Products in order to collect and submit fingerprint and biographic information from Buyer's employees, individuals who have applied for employment by Buyer, and employees of Buyer's contractors and vendors ("Applicant" or "Applicants") and who are subject to certain background check requirements imposed by the Commonwealth of Kentucky through one or more state agencies ("the State"); and

WHEREAS, the Buyer desires IDEMIA to provide certain maintenance, support and biometric-channeling services (collectively "Services") in connection with Products; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein the parties hereto agree as follows:

1. **TERM.**

- a. This Agreement shall be effective from the date of last signature hereto ("Effective Date"), and it shall continue in full force and effect for an initial term of one (1) year. It shall be automatically renewed for successive periods of one (1) year each until terminated under the terms of this Section 1.
- b. Buyer may terminate this Agreement at any time for any reason or for no reason by providing written notice of termination to IDEMIA at least ninety (90) days prior to the effective date of termination. IDEMIA may terminate this Agreement for any reason or for no reason at any time after the third anniversary of the effective date of this Agreement by providing written notice of termination to Buyer at least ninety (90) days prior to the effective date of termination. IDEMIA may also terminate this Agreement at any time in the event that its contract with the State is terminated or is not renewed, and IDEMIA shall provide notice thereof to Buyer as far in advance as reasonably possible under the circumstances.

- c. Either party may immediately terminate this Agreement at any time for cause in the event of any incurable material breach of this Agreement by the other party or in the event the other party files or has filed against it any bankruptcy, insolvency, or receivership proceeding. For the avoidance of doubt, any act or omission of Buyer that IDEMIA reasonably believes could lead to termination of IDEMIA's agreement(s) with the State or any other government agency will constitute a material breach by Buyer for which IDEMIA may terminate this Agreement immediately. If a material breach of this Agreement can be cured, then the non-breaching party shall provide the breaching party with written notice of the material breach specifying the conditions constituting the breach and the corrective action which must be undertaken to cure such breach. If the material breach is not cured within thirty (30) days of the written notice thereof, then this Agreement shall terminate as set forth in the written notice of material breach.
- d. Upon the termination of this Agreement for any reason, the parties agree to return all Confidential Information of the other party to the other party. Buyer further agrees to return all Products to IDEMIA so that IDEMIA may remove from Products all IDEMIA Confidential Information or other information required to be removed under Government Requirements, as defined in Section 9.c. hereof. IDEMIA will return such Products to Buyer following such removal of Confidential Information. Applicable refunds for unused maintenance are detailed in Exhibit A.

## 2. PURCHASE ORDERS.

- a. IDEMIA agrees to sell and Buyer agrees to purchase the Products listed on the attached Exhibit A. The purchase of Products pursuant to this Agreement shall be accomplished by means of individual purchase orders and/or other release documents issued by Buyer and accepted or otherwise acknowledged by IDEMIA (hereinafter sometimes individually or collectively referred to as "purchase order(s)").
- b. At a minimum, each purchase order shall include the following: purchase order number; Buyer part number; IDEMIA part number; quantity of each Product ordered; Buyer ship-to address; and Buyer bill-to address.

3. PRICES. The prices of the Products shall be as specified in Exhibit A and shall also be set forth in IDEMIA's acknowledgment of a purchase order issued by Buyer. Prices include initial installation, training, and user manual. Prices do not include any taxes, now or hereafter applicable, which apply or may apply to the Products. Any such taxes will be added by IDEMIA to the sales price where IDEMIA is required by law to collect same, and will be paid by Buyer unless Buyer provides IDEMIA with a proper tax exemption certificate in form and substance satisfactory to IDEMIA.
4. DELIVERY
  - a. Unless otherwise provided herein, Products shall be delivered F.O.B. IDEMIA's or IDEMIA's supplier's warehouse. Title and liability for loss or damage to the Products shall pass to Buyer upon IDEMIA's tender of delivery of such Products to a carrier for shipment to Buyer. Any loss or damage thereafter shall not relieve Buyer from any obligation hereunder, including without limitation Buyer's obligation to pay for such Products.
  - b. Delivery dates given by IDEMIA for purchase orders placed by Buyer shall be considered IDEMIA's best estimates only. Default or delay by IDEMIA in shipping or delivering the whole or any part or installment of the Products under this Agreement shall not affect any other portion thereof nor shall it affect any other agreement between Buyer and IDEMIA.
5. CANCELLATION AND RESCHEDULE. Except as otherwise agreed in writing, Buyer shall not have the right to cancel, reschedule, change or modify all or any portion or installment of a purchase order or delivery of the Products without the prior written consent of IDEMIA.
6. INTENTIONALLY OMITTED
7. PAYMENT
  - a. Unless otherwise agreed in writing, and subject to Buyer meeting IDEMIA's credit criteria, payment by Buyer shall be made in United States dollars and shall be made no later than thirty (30) days from date of receipt of IDEMIA's invoice to Buyer.
  - b. Payment as required by the terms of this Agreement must be made when due regardless of any claim by Buyer. Failure of Buyer to make any payment following demand made by IDEMIA after the due date may, at the option of IDEMIA, be deemed a breach of this Agreement. Buyer shall pay interest on the unpaid balance of all bills after the due date thereof until such balance is paid in full at a rate two percent (2%) higher than the prime rate then charged by major US banks to substantial and responsible corporate borrowers; provided however, that if such interest rate shall be higher than that permitted by law, Buyer shall pay interest at the highest rate permitted by law. Such interest shall be in addition to, and without

limitation on, any other rights or remedies which IDEMIA may have under this Agreement or at law or in equity.

- c. Orders are subject to limit of Buyer's credit, determined at any time by IDEMIA, affecting the whole or any unfilled portion of this Agreement. IDEMIA, in its sole discretion, may at any time limit, modify or cancel the credit of Buyer both as to time and amount, and may demand payment in cash before shipment or delivery of the whole or any part of the Products without affecting the obligation of Buyer to complete this Agreement.

#### 8. BIOMETRIC-CHANNELING SERVICES; ENROLLMENT FEES.

- a. Buyer will transmit to IDEMIA biometric records and biographic information collected by Buyer ("Applicant Information" or an "Applicant's Information") with the use of Products. IDEMIA will then submit Applicant Information in the form and manner as required by Government Requirements, as defined in Section 9.c. hereof. If applicable, upon receipt of State-issued credentials, Buyer will issue the credentials to the appropriate individuals in accordance with Government Requirements, as defined in Section 9.c. hereof. Buyer agrees to collect the Applicant fees specified by IDEMIA ("Enrollment Fees") and remit such fees to IDEMIA in the manner specified by IDEMIA.

#### 9. MAINTENANCE AND SUPPORT SERVICES

- a. Subject to Buyer's compliance with the terms of this Agreement, IDEMIA shall provide to Buyer maintenance services ("Maintenance Services") and support services ("Support Services") for the Products under the terms and conditions set forth in this Section 9 (collectively, "Maintenance and Support Services").
- b. Maintenance Services include the following:
  - i. access to telephone support during the hours of 8:00 AM to 8:00 PM CST Monday-Friday and 8:00 AM to 5:00 PM CST Saturday;
  - ii. updates to IDEMIA-developed software ("IDEMIA Software"), including bug fixes, minor software enhancements and patches;
  - iii. Onsite Support. In the event that IDEMIA determines that on-site technical support is required at Buyer's facilities, IDEMIA will provide such support and Buyer agrees that it will pay for such services on a time and materials basis and bear the cost of travel and related expenses.
- c. In order for IDEMIA to perform its biometric-channeling obligations under the terms of Section 8 of this Agreement, the parties acknowledge and agree that Products must meet certain standards and requirements ("Government Requirements"), including but not

limited to encryption requirements, that are subject to change from time to time. The Buyer must also comply with operational requirements related to the enrollment of Applicants, as set forth in Exhibit B (“Operational Requirements”). IDEMIA will notify Buyer of any changes to Government Requirements or Operational Requirements. In the event Buyer refuses Maintenance and Support Services, refuses to purchase additional equipment or Products required by Government Requirements or Operational Requirements, does not comply with Government Requirements or Operational Requirements, or does not comply with the terms of Additional Maintenance and Support Terms, as defined in Section 9.d. hereof, IDEMIA may immediately suspend the channeling services provided under Section 8 of this Agreement and may terminate this Agreement upon thirty (30) days prior written notice, with no further obligation to Buyer with respect to Products or Services. For purposes of clarity, IDEMIA shall have no further obligation to provide biometric-channeling services under the terms of Section 8 of this Agreement in the event of such termination.

- d. The parties further agree that IDEMIA’s provision of Maintenance and Support Services are governed by and subject to the additional terms specified in Exhibit C to this Agreement (“Additional Maintenance and Support Terms”).

#### 10. LIMITED WARRANTY

- a. IDEMIA warrants that the Products will be free from defects in materials and workmanship for a period of one (1) year from the date of IDEMIA’s installation of the Products or one (1) year from the date of IDEMIA’s shipment of the Products if a party other than IDEMIA installs the Product (“warranty period”). IDEMIA's sole obligations under this warranty are limited to, at IDEMIA’s option, repairing (at IDEMIA’s facilities), replacing, providing credit for or refunding the net purchase price of any Products which shall be returned to IDEMIA prior to expiration of the warranty period, transportation charges prepaid, and which are determined by IDEMIA in its reasonable judgment to be non-compliant with the foregoing warranty. IDEMIA DOES NOT WARRANT THAT THE SOFTWARE EMBEDDED, INSTALLED IN OR USED IN CONNECTION WITH THE PRODUCT IS ERROR FREE OR THAT USE OF SUCH SOFTWARE WILL BE UNINTERRUPTED. FURTHERMORE, IDEMIA SPECIFICALLY DISCLAIMS ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING THE PRODUCTS AND THE SOFTWARE EMBEDDED OR INSTALLED THEREIN OR USED IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. This limited warranty is in lieu of all other

IDEMIA obligations and liabilities. This warranty shall not apply to any Product which has been installed, repaired, modified or altered in any way, except by IDEMIA, or which has been subjected to misuse, negligence, or accident. The aforementioned provisions do not extend the original warranty period of any Product that has either been repaired or replaced by IDEMIA.

- b. IDEMIA warrants that the Services will be performed in a professional and workmanlike manner.
- c. THIS WARRANTY IS EXTENDED TO BUYER ONLY AND IS NOT TRANSFERABLE TO SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS. IDEMIA HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THIRD PARTY HARDWARE. ANY WARRANTIES ON THIRD PARTY HARDWARE SHALL BE LIMITED TO THOSE PROVIDED BY THE THIRD PARTY HARDWARE MANUFACTURER. IDEMIA HEREBY ALSO DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THIRD PARTY SOFTWARE, AS DEFINED IN SECTION 15.d. OF THIS AGREEMENT. THE WARRANTY PROVIDED UNDER THIS SECTION 10 IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### 11. INFRINGEMENT INDEMNIFICATION

- a. IDEMIA agrees to indemnify and defend, at its expense, any claim that the use of the Products infringes any third party's intellectual property rights, and to hold Buyer harmless for any actual damages which may be awarded against it based upon such claim, subject to the following terms and conditions:
- b. The agreement and obligation to indemnify and defend Buyer shall arise only if Buyer gives IDEMIA prompt notice of the infringement claim; grants IDEMIA, in writing, exclusive control over its defense and settlement; IDEMIA and provides reasonable information and assistance to IDEMIA, at IDEMIA's expense, in the defense of such claim;
- c. The agreement and obligation to indemnify and defend Buyer shall not cover any claim of infringement: (A) based on any modification of Products by any party other than IDEMIA or IDEMIA's authorized representatives; (B) of any third party's rights which is based on the use of any Product in combination with other products if such infringement would be avoided by the use of the Product alone; (C) any Product based on or incorporating any design, formula or specifications of Buyer or (D) alleging that Buyer's use of any Third

Party Software, as defined in Section 15.d. infringes the intellectual property or proprietary rights of any third party.

- d. If an infringement claim is asserted, or if IDEMIA believes one likely, IDEMIA may, at its sole option: (A) procure for Buyer the right to use the Products for the use contemplated by IDEMIA and Buyer in making this Agreement; or (B) modify the Products as appropriate to avoid such rightful claim of infringement, as long as modification for this purpose does not materially impair the operation thereof; or (C) accept the Products returned and reimburse Buyer for the purchase price thereof less a reasonable charge for depreciation, wear and tear.
  - e. The sale of any Product does not convey any license by implication, estoppel, or otherwise, covering combinations of any Product with other devices or elements.
  - f. THE FOREGOING STATES IDEMIA'S EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND, AND ANY WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
  - g. Buyer shall indemnify and hold IDEMIA and its suppliers harmless against any expense or liability from any infringement claims arising from or based on: (i) IDEMIA's compliance with specifications or instructions furnished by Buyer; (ii) any modification of Products by any party other than IDEMIA or IDEMIA's authorized representatives or (iii) use of any Products in combination with products not supplied by IDEMIA.
12. **FORCE MAJEURE.** This Agreement and each party's performance hereunder are subject to all contingencies beyond either party's control or beyond the control of IDEMIA's suppliers (whether or not now in the contemplation of either of the parties), including but not limited to, force majeure; strikes; labor disputes; floods, civil commotion; war; riot; acts of God; epidemics or pandemics; rules, laws, orders, restrictions, embargoes, quotas or actions of any government, foreign or domestic, or any agency or subdivision thereof; casualties; fires; accidents; shortages of transportation facilities; detention of goods and merchandise by customs authorities; loss of goods and merchandise in public or private warehouses; or other casualty or contingency beyond either party's control or the control of IDEMIA's suppliers or otherwise unavoidable. In any such event, the affected party shall have the right, at its election and without any liability to the other, to (a) cancel all or any portion of this Agreement; or (b) perform its obligations under this Agreement as so restricted or modified to the extent determined by IDEMIA, in its sole and absolute discretion; or (c) perform its obligations under this Agreement within a reasonable time after the causes for nonperformance or delay cease.
13. **COMPLIANCE WITH LAWS; EXPORT REGULATIONS**

- a. Each party agrees to comply with all applicable federal, state and local laws, regulations and ordinances governing performance under this Agreement, including but not limited to all federal and state laws regarding the collection, storage, dissemination, destruction of and notification requirements regarding personally identifiable information (“PII”). Neither party shall commit any act or request the other party to commit any act which would violate either the letter or spirit of the export control laws, rules or regulations of the United States or the government of any country having jurisdiction over the parties or the transaction(s) contemplated herein, and neither party shall fail to take any action reasonably within its capacity to assure compliance with such laws, rules or regulations.
- b. Certain IDEMIA products are subject to export restrictions under U.S. law. Buyer agrees that it shall not, directly or indirectly, export, reexport or transship products, technology or software provided under this Agreement in violation of any applicable export control laws, rules or regulations promulgated and administered by the United States or any other country having jurisdiction over the parties or the transaction(s) contemplated herein. Buyer further agrees that it will not transfer any export-controlled product, data, or software that is provided under this Agreement (to include transfer to foreign persons, including its employees, contractors and lower-tier suppliers), without an approved export license or applicable exemption or exception.

#### 14. FLOW-DOWN TERMS; AUDITS.

- a. If Buyer collects fingerprint and biographic information of Applicants who are **NOT** Buyer’s employees, individuals who have applied for employment by Buyer or employees of Buyer’s contractors and vendors, then Buyer shall ensure that all personnel of Buyer, including contractors and subcontractors, with access to Products (so long as Products are being used for fingerprint channeling services under this Agreement) and who are otherwise involved in the performance of the terms of Sections 8 and 9, shall have passed a background check by IDEMIA’s third party background check provider (“Background Check Requirements”). For purposes of this Section 14.a., all individuals subject to Background Check Requirements shall hereinafter be referred to as “Restricted Personnel.” Buyer shall not use Restricted Personnel in performance of this Agreement or provide such aforementioned access to Products, until after IDEMIA’s Chief Security Officer or Chief Compliance Officer have notified Buyer in writing that such Restricted Personnel meet Background Check Requirements. It shall be a material breach of this Agreement by Buyer if any Restricted Personnel begin to perform under this Agreement or are granted such access to Products before IDEMIA has provided such notification. Buyer further agrees that it will comply with any State

specific contractual requirements identified for Buyer by IDEMIA in Exhibit D.

- b. Buyer shall certify that all employees and contractors of Buyer, who collect, submit or otherwise process biometric or biographic information of Applicants shall be legally authorized to work in the United States, as determined by U.S. Department of Homeland Security's E-Verify system or by reviewing the Form I-9, Employment Eligibility Verification, of each such employee or contractor.
- c. Buyer hereby acknowledges and agrees that IDEMIA and other State agencies may conduct regularly scheduled and non-scheduled audits at all Buyer sites at which Products are located to verify Buyer's compliance with the terms of this Agreement and Government Requirements. Buyer shall maintain records, books, files and other data and in such detail as shall properly substantiate performance of and compliance with the terms of this Agreement for a minimum retention period of seven (7) years from the date an Applicant's Information is collected by Buyer, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry. Buyer will provide IDEMIA and the State with access to such records during Buyer's regular business hours and upon reasonable prior notice, including on-site reviews and reproduction of such records at IDEMIA's expense.

#### 15. PROPRIETARY RIGHTS.

- a. As used herein, "Proprietary Rights" means all patent rights, patent applications, rights to apply for patents, copyrights, copyright registrations, trade secrets, trademarks, service marks, trademark and service mark registrations, logos, related goodwill and confidential and proprietary information owned by IDEMIA. Buyer acknowledges and agrees that IDEMIA and its suppliers have and will retain all Proprietary Rights in the Products. Buyer will leave intact all Proprietary Rights notices (including, without limitation, copyright notices, patent registration numbers and trademarks) on all Products purchased hereunder. Upon IDEMIA's request, Buyer will also apply any Proprietary Rights notices to the Products or Product packaging after Buyer's purchase of Products from IDEMIA. Buyer will obtain IDEMIA's prior written approval before using any of IDEMIA's Proprietary Rights and will also obtain IDEMIA's prior written approval of the specific application of such Proprietary Rights by Buyer.
- b. IDEMIA hereby grants to Buyer a non-exclusive and limited right to use i) the Products, solely for the purpose of collecting and transmitting Applicant biometric information to IDEMIA under the terms of this Agreement and ii) the IDEMIA Software solely in conjunction with Products so long as such Products are being used to transmit Applicant biometric information to IDEMIA under the

terms of this Agreement and for no other purpose. For the avoidance of doubt, Buyer may use Products, but not IDEMIA Software, for any purpose, following the expiration or termination of this Agreement, provided Buyer has fulfilled its obligations under the terms of Section 1.d. to return the Products to IDEMIA for removal of Confidential Information and other information required to be removed under Government Requirements or Operational Requirements. Further, Buyer will not i) use, copy, reproduce, modify or distribute the IDEMIA Software, except as expressly permitted in this Agreement; (ii) incorporate and/or embed the IDEMIA Software in any products other than the Products; (iii) reverse engineer, reverse assemble, reverse compile and otherwise translate the IDEMIA Software, except as expressly permitted by applicable law; (iv) use any of the IDEMIA Software's components, files, modules or related licensed materials separately from the IDEMIA Software; (v) distribute, rent, lease, sublicense, assign or otherwise dispose of the IDEMIA Software except as expressly permitted in this Agreement or vi) modify the Products so long as the Products are being used under the terms of this Agreement.

- c. The rights granted under Section 15.b. hereof shall immediately terminate upon any expiration or termination of this Agreement. All IDEMIA Software shall be deemed Confidential Information under the terms of Section 16 of this Agreement.
- d. Certain third party software ("Third Party Software") may be provided with the Products for use in connection with the Products. Any Third Party Software (whether required or optional) that Buyer uses in conjunction with the Products is the sole responsibility of such third party, and is subject to the terms, conditions, warranties and disclaimers provided by such third party. Such terms, conditions, warranties and disclaimers may be presented to Buyer via a click-thru license that is activated upon first use of the Third Party Software or via separate terms presented to Buyer by IDEMIA from time to time and to which Buyer must agree in writing.

## 16. CONFIDENTIALITY.

- a. Either party may, from time to time, during the term of this Agreement, furnish to the other party confidential information and know-how relating to Products. This information may be furnished orally or in written form, including descriptive material, diagrams, specifications, and PII of Applicants. To the extent such information is to be treated as confidential, it shall be marked "Confidential" or "Proprietary" ("Confidential Information"). For purposes of this Section 16, the contents of this Agreement shall be considered Confidential Information. Each party agrees that all Confidential Information made available to them shall be kept strictly confidential by them, and they agree not to divulge any such

Confidential Information to others without the prior written consent of the disclosing party. The parties agree not to use Confidential Information except in the performance of this Agreement, and to treat such Confidential Information in the same manner as they each treat their own confidential information. Buyer agrees that it will not use any Confidential Information in connection with the manufacture by it or by others, on its behalf, of any Products or items similar thereto. The obligations of the parties to preserve the secrecy of the Confidential Information supplied to each of them by the other shall survive any termination of this Agreement, subject to the limitations provided in Section 16.b. below.

- b. The obligation to keep Confidential Information confidential shall not apply to any information that has been disclosed by the disclosing party in publicly available sources; is, through no fault of the receiving party, hereafter disclosed in a publicly available source; is in the rightful possession of the receiving party without an obligation of confidentiality; or is required to be disclosed by operation of law; provided the receiving party shall promptly notify the other party of any such disclosure to be required by operation of law and will allow such other party to seek to maintain the confidentiality of the information by providing the information under seal, protective order or equivalent.
17. LIMITATIONS. EXCEPT FOR BREACH OF THE TERMS OF SECTIONS 11 (INFRINGEMENT INDEMNITY), 15 (PROPRIETARY RIGHTS) AND 16 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE SOFTWARE PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. EXCEPT FOR BREACH OF THE TERMS OF SECTIONS 11 (INFRINGEMENT INDEMNITY), 15 (PROPRIETARY RIGHTS) AND 16 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT.
18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law rules.

19. WAIVER. Any failure by either party to enforce this Agreement as to any breach hereof by the other party shall not be deemed to be a waiver of the rights of such party as to such breach or any subsequent breach.
20. NOTICES. Wherever in this Agreement it shall be required or permitted that notice, request, demand or other communication be given or served by either party to or on the other, it shall, except as otherwise provided herein, not be deemed to be given or served unless such notice is in writing and personally delivered, or forwarded by certified or registered mail, or sent for next-day delivery through a courier or delivery company providing nationwide service, addressed to the addressee at the address specified below. Either party may change such address by written notice sent by certified or registered mail to the other party, given at least ten (10) days prior to the effective date of the change.

To IDEMIA:

IDEMIA Identity & Security USA LLC,  
ATTN: Legal Department  
11951 Freedom Drive, Suite 1800  
Reston, Virginia 20190 USA

To Buyer:

Hopkins County Schools

\_\_\_\_\_  
Hopkins County, Kentucky  
ATTN: \_\_\_\_\_

21. COMPLETE AGREEMENT. This Agreement, along with any Exhibits, Attachments, Exhibits or Addenda hereto, or executed by the parties after the Effective Date, constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, regarding such subject matter. All purchase orders issued by Buyer under this Agreement shall be governed exclusively by the terms and conditions of this Agreement. No additional or different terms proposed by Buyer or set forth on Buyer's purchase orders shall apply and all such terms and conditions shall be deemed stricken from such purchase order and of no force or effect unless expressly assented to in writing by IDEMIA. Buyer acknowledges that neither acknowledgment of Buyer's purchase order nor delivery of any Product shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. No amendment or modification of this Agreement shall be valid except if set forth in a writing stating that it is such an amendment or modification and signed by an authorized representative of each of the parties hereto.
22. ATTORNEYS' FEES. In any action or proceeding between the parties to this Agreement, or brought to enforce the terms of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its attorneys' fees and costs.

- 23. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 24. ASSIGNMENT. Neither party shall assign any right or interest nor delegate any duty or obligation under this Agreement without the prior written consent of the other party, except that IDEMIA may assign its rights or delegate its duties under this Agreement to a IDEMIA-related company without Buyer's prior written consent. Notwithstanding the foregoing, this Agreement shall apply to and bind the successors and assigns of the parties.
- 25. SURVIVAL. The sections of this Agreement which by their nature require survival after termination or completion of the Services shall survive and remain notwithstanding any termination or completion of the Services.
- 26. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement. The signature of either of the parties hereto may be evidenced by a facsimile or electronic (e.g., pdf) copy of this Agreement bearing such signature and transmitted to the other party. Such signature shall be valid and binding as if an original executed copy of the Agreement has been delivered.

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date first above written.

**IDEMIA IDENTITY &  
SECURITY USA LLC**

**Hopkins County Schools:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**PRODUCTS & PRICING**

<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total</b>
UEP EYO Enrollment Workstation	1	\$9,615	\$9,615

Three initial years of Maintenance and Support of Enrollment Workstations is payable in accordance with the terms of Section 7 of the Agreement. In the event the Agreement is terminated prior to the end of such three-year period, IDEMIA will issue a refund to the Buyer, based on the number of unused complete months as a percentage portion of thirty-six (36) months.

\*The fees for all 3 initial maintenance years must be paid upon execution of this Agreement.

## **EXHIBIT B**

### **OPERATIONAL REQUIREMENTS & BUYER FEES**

#### **A. Fees**

No payment by IDEMIA to Buyer is associated with this Agreement.

#### **B. Buyer Responsibilities**

- 1) Buyer represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act (ADA).
- 2) Except as may be specifically stated in the Agreement, Buyer is responsible for all staffing, operations, building leases, equipment rental, consumables and office supplies required for performance of Buyer Services.
- 3) Buyer will verify the identity of each Applicant and the specific reason they are requesting fingerprinting services prior to collecting fingerprints. Buyer shall also require each Applicant to produce government-issued photo identification prior to being fingerprinted.
- 4) Buyer will establish and utilize IDEMIA Account Codes to pay for all Enrollment Fees.
- 5) Buyer will provide a receipt, in a format specified by IDEMIA, to each Applicant who is fingerprinted, as evidence of successful completion of the transaction. The receipt will include a unique identifying number assigned and submitted with the electronic submission of the Applicant's biometric and biographic information.
- 6) Buyer will not collect any additional Enrollment Fees from Applicants whose fingerprints were submitted by Buyer, but rejected by the Agency.
- 7) In addition to Buyer's confidentiality obligations under the Agreement, Buyer shall take reasonable steps (e.g., privacy screens, room partitions, separate collection room or area) to ensure that Applicant data visible on the Enrollment Workstation device is shielded from view by anyone other than the Applicant and the Buyer employee operating the Enrollment Workstation device.
- 8) Buyer must maintain a fingerprint rejection rate of less than 2%. Only individuals who have attended a IDEMIA fingerprint-rolling training session, who have reviewed, executed and returned the IDEMIA IT Security Policy, and who meet other requirements of the Agreement may operate the Products.
- 9) Buyer agrees to provide Services with a high degree of professionalism, treat all Applicants in a polite and courteous manner, and promptly notify IDEMIA of any issues or incidents that arise from Applicant dissatisfaction.

10) IDEMIA will provide initial training for up to 5 Buyer employees at Idemia expense. Buyer must cause its employees to complete approximately 3-5 hours of computer based training (CBT) outside of normal operating hours and 2-3 days of hands-on instruction with a Idemia Trainer. The Trainer will observe the employee in a live environment for 1 day during normal hours of operation. The employee must demonstrate proficiency of the material learned. The Trainer will determine whether the employee is competent to perform the work independently in the Trainer's certification process. Examples of specific training topics include:

- Glossary of Terms and Acronyms
- Enrollment Process
- Identification Verification/Citizenship Status
- Identification Authentication/I-Authenticate
- Photograph Capture
- Payment Processing
- Fingerprint Captures
- Start of Day and End of Day Procedures
- Data Entry
- Operations & Administration

Only individuals who have attended a IDEMIA enrollment workstation training session and have reviewed, executed and returned the IDEMIA IT Security Awareness and PII Training, and have successfully cleared all background checks and/or drug screens may operate the enrollment workstation.

IDEMIA's training process is initiated, maintained, and monitored by the Idemia training organization and recorded in the Greenlight Learning Management System (LMS) as part of the program personnel's permanent training record.

IDEMIA will provide Briefings on a regular basis highlighting system updates and program changes. New training modules will be initiated a minimum of 4 times per year as new services and/or features are released or refreshed. Assigned trainings take approximately 20-90 minutes to complete.

Additional training due to lack of employee availability or attention during initial session or employee replacement will be at the expense of Buyer in the form of quote provided by IDEMIA based on an hourly rate and any reasonable travel expenditures.

11) Buyer shall comply with the requirements described in Schedules A, B and C attached to this Exhibit B.

### **C. IDEMIA Responsibilities**

1) IDEMIA will provide training for Buyer employees as described in Section B.10 of this Exhibit B.

2) IDEMIA will provide a toll-free customer service phone number for Applicants to pre-register for fingerprint processing appointments or to get

related information, Monday through Friday, from 8:00 AM to 8:00 PM, excluding state holidays.

3) IDEMIA will provide technical and operational support to Buyer and its staff during normal operating hours. The Technical Help Desk is available Monday through Friday from 7:00 AM to 10:00 PM and Saturday 8:00 AM to 8:00 PM Central time. Call Center Customer Support is available Monday through Friday 8:00 AM-8:00 PM.

## **EXHIBIT B**

### **Schedule A**

#### **PERSONNEL REQUIREMENTS FOR ENROLLMENT AGENTS**

##### **Summary**

Buyer shall provide qualified personnel to serve as Enrollment Agents (EA). EA's must be citizens of the United States and cannot hold dual citizenship status. EA's must meet the specifications as indicated in attachment, A Statement of Work (SOW). Buyer shall hire qualified candidates in compliance with federal and state laws. Job postings shall be general in nature and not list the specific program, federal agency, teaming members, or salary of the EA position.

The following Job Description section of this document outlines the tasks the EA will perform. Wherever practical, Buyer will hire disabled veterans to perform these services.

##### **Job Description**

The primary job function of the EA is to capture biometric data including electronic fingerprints according to the requirements of attachment A, SOW. The EA will verify the applicant's identity documents to ensure they are valid and match the individual. The EA will adhere to all privacy and security laws as reviewed in training to ensure the protection of customer information. They are expected to deliver exceptional customer service during the enrollment process.

Additional responsibilities include, but are not limited to, supporting the IDEMIA Operations and Management teams, and conducting other administrative duties as needed to support program requirements.

Enrollment Agents staffed for this program shall perform services as follows:

- View and print appointment schedule using web-based applications
- Verify identity of and enroll employee/applicant, scan documents, and capture biometrics using the computer equipment provided in accordance with program requirements
- Transmit applicant information and fingerprints
- Provide reports to IDEMIA as might be reasonably requested
- Interface with the helpdesk to resolve technical difficulties
- Monitor performance to ensure operational requirements and metrics are being met
- Implement process improvements as needed

Enrollment Agents will possess, at a minimum, the following attributes and qualifications:

- Must be a US Citizen (holders of dual citizenship status are not accepted)
- Hold a valid driver's license if travel between locations is required
- Professional in appearance and behavior
- Excellent customer service skills, including problem resolution

- Above average computer skills with the ability to conduct basic troubleshooting on hardware and software
- Ability to perform the core functions of the enrollment process
- Ability to pass a pre-employment background check and drug test
- Flexibility and dependability

**EXHIBIT B**  
**SCHEDULE B**  
**SECURITY REQUIREMENTS**

**Physical Security**

Buyer shall ensure employees follow IDEMIA provided policies and procedures governing physical, environmental, and information security, and the specifications, directives, and manuals for conducting work to generate the products and services as required by this Agreement. Personnel are responsible for the physical security of their area and Workstations purchased under the provisions of the Agreement. Buyer is responsible for maintaining compliance with physical security requirements that may be revised over the life of this Agreement. Buyer shall protect all IDEMIA-provided assets from loss, theft, abuse, and any malicious, destructive or disruptive activity. Desktop computers must be physically locked to stationary objects at all times. Cable Lock Instructions for Workstations will accompany the equipment.

**Passwords**

Buyer personnel must never share or disclose any password, PIN, or authentication token. Passwords are highly confidential. IDEMIA and its affiliates will never contact Buyer personnel to ask for a username or password. If a password is compromised, or if Buyer personnel are asked to share their password, the IDEMIA Program Manager must be notified immediately.

**Personally Identifiable Information (PII): Data Privacy and Protection**

Buyer personnel are required to submit all necessary security information to commence work on this Agreement, in accordance with State of Federal Security Standards. Personnel must obtain a favorable suitability determination to work under this Agreement. The Buyer and its personnel are required to sign a non-disclosure agreement based on the content of the information handled in performing tasks.

Buyer must satisfy requirements to work with and safeguard Personally Identifiable Information (PII). All support personnel must understand and rigorously follow IDEMIA, State, and Federal requirements, policies, and procedures for safeguarding PII. For some programs Buyer personnel are required to complete online training for PII, Informational Security, and the Federal Privacy Act.

Buyer shall not disclose, either orally, electronically, or in writing, any information that may be considered sensitive unless authorized in writing by IDEMIA. Buyer is responsible for the security of all data generated by Buyer.

Buyer agrees to ensure all users of IDEMIA Information Technology (IT) assets will adhere to all security requirements regarding the confidentiality, integrity, availability, and non-repudiation of information under their control. Buyer is responsible for all users accessing IDEMIA IT assets and must guarantee those users actively apply the security requirements specified within this IDEMIA Agreement package.

**Handling Personally Identifiable Information (PII)**

Sensitive Personally Identifiable Information (PII) includes any information about an individual, such as:

- Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records
- Any other information linked or linkable to an individual, such as medical, educational, financial, and employment information

Buyer is responsible for the following requirements in accordance with handling PII and any sensitive information:

**The following are non-exclusive PII handling requirements. Buyer is responsible to take all required actions to protect PII:**

- Physically secure sensitive PII (e.g., safe or lockable file cabinet or drawer) when not in use and/or under the control of a person with a need-to-know. Sensitive PII may be stored in a room/area with access control measures preventing unauthorized access by members of the public, visitors, or other persons without a need-to-know, such as a locked room or an area where access is controlled by a guard, cipher lock or card reader
- Physically secure sensitive PII when in transit. For example, do not pack laptops or electronic storage devices in checked baggage. Do not leave laptops or electronic storage devices in an unattended car. (See the Physical Security section of this document.) Do not mail or courier sensitive PII on CDs unless the CD is encrypted with FIPS-compliant AES-128 encryption. Contact the IDEMIA Program Office for more information if needed.
- Store sensitive PII in shared access computer drives only if access is restricted to those with a need-to-know by permissions settings or passwords
- Log off, turn off, or lock your computer whenever leaving a desk to ensure no sensitive PII is compromised
- Do not include sensitive PII in the body of an email. Encrypt all documents containing sensitive PII sent via email. Two software programs that support this are Microsoft Office and WinZip. Contact the IDEMIA program office for more information if needed
- Do not discuss or entrust sensitive PII to individuals who do not have a need-to-know. Be conscious of the environment and surroundings when discussing sensitive PII. Do not discuss sensitive PII on wireless or cordless phones unless absolutely necessary
- Do not leave sensitive PII unattended on a network printer, facsimile, or copier. Do not send sensitive PII to a facsimile without contacting the recipient to arrange for its receipt
- Only desktop and laptop computers, removable hard drives, thumb drives, or other storage devices issued and approved for use by IDEMIA may be used for storage of sensitive PII. These devices must be secured with authorization and encryption mechanisms or equivalent protection approved by IDEMIA
- Do not remove PII from the worksite, in either paper or electronic format unless appropriately secured. Electronic formats must be encrypted. Paper formats

must be under the control of the employee or locked in a container. Personal computers must not be used to access, process or store sensitive PII

- Destroy all sensitive PII when it is no longer needed and continued retention is not required. Destruction must be accomplished by shredding, or through such other means as will make the sensitive PII in the record irretrievable. Diskettes, USB and other forms of external drives, or other magnetic media must be cleared (i.e. overwritten or zeroed) before re-use. Records stored pending a scheduled destruction must be safeguarded to prevent unauthorized access during the interval before destruction
- Report any suspected or confirmed loss, theft, or unauthorized disclosures of sensitive PII within one hour of discovery to the IDEMIA program office. Report the date/time the data compromise was discovered, how it occurred, what data was involved, the number of individuals whose data was compromised, and any information regarding mitigation of the risk of loss (e.g., encryption)

**Buyer is prohibited from requesting, collecting, or maintaining any applicant PII other than expressly permitted within this SOW. The following activities requiring PII retention are permitted:**

- Usage of IDEMIA provided applicant processing software to display, edit, and confirm applicant's data
- Capturing applicant information required to perform the sign-in of the applicant using the IDEMIA provided applicant sign-in log
- Upon acceptance of a money order from an applicant, recording the required subset of applicant information on the IDEMIA provided money order tracking log

**Protection of IDEMIA Intellectual Capital, Intellectual Property, and Proprietary Information**

Buyer shall not use or disclose any of IDEMIA's Proprietary Information, in whole or in part, for any purpose, including but not limited to:

- Manufacture or enable manufacture by itself or any third party of the IDEMIA products, products similar thereto, or products derived there from, without the prior express written consent of IDEMIA
- Decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any products or equipment of the disclosing party or any part thereof
- Perform any services, including services relating to the products or equipment of the disclosing party
- Deliver under a contract or make subject to a "rights in data" clause or equivalent clause
- Confer with a competitor of IDEMIA about services that relate to the type of services provided under this Agreement

Proprietary Information includes but is not limited to IDEMIA's trade secrets, financial information, economic or engineering information, formulas, know how, processes, pricing, business plans or models, licenses, copyrights, patents, technical data, intellectual property, software, hardware, software integration, hardware integration, software and hardware integration, designs, trademarks, service marks,

trade secrets, and inventions. Proprietary Information shall remain the exclusive property of IDEMIA, and no license therein is granted by IDEMIA.

**Security Training**

Buyer will ensure all appropriate personnel review and agree to comply with these and any other applicable Security Requirements within 30 days of assignment to work under the Agreement and at a minimum annually thereafter. Buyer must ensure all staff supporting this effort completes other security training as requested by the program they are working on.

**EXHIBIT B**  
**SCHEDULE C**  
**TECHNICAL REQUIREMENTS**

1. Buyer agrees that only authorized personnel shall have physical control of and access to the Enrollment Workstation (Workstation) and all components. When Enrollment Workstation and all components are not under the physical control of authorized Buyer personnel (defined as those individuals who have completed background check and Operator training for use on the Workstation), they shall be secured in a way that will not allow anyone else to gain possession of the equipment or gain access to the data contained on the equipment. If the Workstation becomes compromised, lost, or stolen at any time, Buyer agrees to immediately contact IDEMIA’s Universal Enrollment Platform (UEP) Technical Support at (855) 201-2419 to report the matter.
2. Buyer agrees to provide Internet connectivity within ten (10) feet of the area where the Workstation is installed. Buyer agrees to meet the requirements for connectivity to the IDEMIA network, to include:

	Description
Broadband \ High-Speed Business Connection	<ul style="list-style-type: none"> <li>◆ Usage of a wireless router is allowed with the Workstation hardwired into the router.</li> <li>◆ Wireless connectivity is not permitted.</li> </ul>
Internet minimum download and upload speeds to be provided:	<ul style="list-style-type: none"> <li>◆ 3 Mbps download and 1 Mbps upload for 1 Workstation</li> <li>◆ 6 Mbps download and 2 Mbps upload for 2 Workstation</li> <li>◆ 20 Mbps download and 5 Mbps upload for 8 or more Workstations</li> </ul>
Latency	<ul style="list-style-type: none"> <li>◆ Latency must be below 100ms</li> </ul>
Firewall protection	<ul style="list-style-type: none"> <li>◆ Firewall protection in front of Workstation firewall must allow outbound and inbound packets per the chart below</li> </ul>
Anti-Virus	<ul style="list-style-type: none"> <li>◆ IDEMIA’s Workstations include Trend Micro Anti-virus, which is managed by IDEMIA.</li> </ul>
	<ul style="list-style-type: none"> <li>◆ Buyer may not connect any peripheral devices (example: phones; USB thumb drives) to the IDEMIA Workstation.</li> </ul>
	<ul style="list-style-type: none"> <li>◆ Buyer may not use the Workstation for internet browsing or any other function other than enrollment services.</li> </ul>

The following network access is required to ensure proper functionality of IDEMIA Enrollment Workstations Systems for UEP and UES.

	Host Names	IP Address/port(s)	DNS Enabled	Purpose
1	UES – No Public Host Name UEP – No Public Host Name	10.185.191.254 / TCP 7300 128.136.41.107 TCP 7300	No	Win Magic SecureDoc pre-boot authentication process (This is prior to Windows booting; DNS access is required at this point.) This is the encryption software installed on IDEMIA fingerprint kiosks.
2	Secure.ibtfingerprint.com [SEP] Uesecure.identogo.com [UEP] da.ues.11esd.net [UES]	206.196.26.134 / TCP 8080 128.136.41.107 / TCP 37067 67.216.156.46 / TCP 8080	Yes	TrendMicro DataArmor pre-boot authentication process (This is prior to Windows booting; DNS access is required at this point.) This is the encryption software installed on IDEMIA fingerprint kiosks.
3	Vpn.ibtfingerprint.com [SEP] uevpn.identogo.com [UEP] vpn.ues.11esd.net [UES] pk10nash.11enrollment.com [This is used for troubleshooting for SEP, UEP and UES systems.]	206.196.26.132 128.136.41.100 67.216.165.36 67.216.173.164 TCP/UDP 443/500/1023/4500/10,000 for all four VPN addresses.	Yes	Cisco VPN Client or Cisco AnyConnect Secure Mobility Client, SSL VPN software
4	Support.11esd.net [SEP] Uesupport.identogo.com [UEP] Support.ues.11esd.net [UES]	67.216.173.173 128.136.41.108 67.216.165.40 TCP: 80/443/8200	Yes	Bomgar remote access system.

NOTE: All Enrollment Workstations need to have access to DNS in the pre-Windows boot environment. This can either be provided by the local site or from a public DNS server (for example, Google’s public DNS, 8.8.8.8). Once the Workstation is connected to VPN, IDEMIA’s network provides the necessary DNS support.

## **EXHIBIT C**

### **Additional Maintenance and Support Terms**

1. Buyer agrees to contact the Technical Help Desk (855) 201-2419 immediately upon any transmission or technical issues.
2. Buyer will be responsible for all costs related to records processing errors (e.g., duplicate transmissions). IDEMIA will not reimburse or credit the Buyer for any fees assessed by the State for duplicate transmissions originating from Buyer.
3. Buyer must designate at least one employee to be the central point of contact for Maintenance and Support Services.
4. Buyer agrees that only authorized personnel shall have physical control of and access to the workstation(s).
5. Maintenance and Support Services do not include any services or support for Third Party Software.