



Procurement Master Agreement

STATE OF OKLAHOMA MASTER AGREEMENT

This State of Oklahoma Master Agreement (the “Master Agreement”) is entered into between Idemia Identity & Security USA LCC (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services and is effective as of the 14th day of June, 2019, (“Master Agreement Effective Date”).

Vendor and State agree to the terms and conditions as follows:

I. Scope and Term

- A.** This Master Agreement and other Contract Documents provides governing terms for mobile identification and verification software and services as more particularly described in the attachments here. Until this Master Agreement is amended, no Customer can make a release off this Master Agreement for verification services as a relying party.

The following Exhibits are attached hereto and incorporated herein:

Attachment A: Terms and Conditions for Mobile ID Software as a Service; and
Attachment B: Data Verification for Mobile ID Services and Software License Agreement.

- B.** Contract terms specific to Vendor, if any, are attached hereto as Attachment B and incorporated herein.
- C.** Vendor may not add products or services to its offerings under the Contract without the State’s prior written approval and such request may require a competitive bid of the additional products and/or services. Vendor may alter any product or service offering only to the extent such alteration does not result in reduction in quality or functionality of the particular product or service or the combination thereof or reduce rights of a Customer or enlarge obligations of a Customer hereunder.
- D.** At no time during the performance of the Contract shall the Vendor have the authority to obligate any Customer for payment for any products or services over and above an

awarded Contract. If the need arises for goods or services outside the scope of the Contract, Vendor shall contact the State.

- E. The term of this Master Agreement shall be one year commencing on the Master Agreement Effective Date. The State and Vendor may extend the Contract, upon mutual agreement for four additional one year terms except where required otherwise by State law.

II. Order of Precedence

- A. Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - 1. any Addendum;
 - 2. this Master Agreement Sections I - XXXVII;
 - 3. Attachment A hereto (Terms and Conditions for Mobile ID Software as a Service);
 - 4. Attachment B hereto (Data Verification for Mobile ID Services and Software License Agreement);
 - 5. any statement of work, work order, or other similar ordering document as applicable; and
 - 6. other mutually agreed Contract Documents.
- B. If there is a conflict between terms of this Master Agreement Sections I - XXXVII and an agreement provided by or on behalf of Vendor including but not limited to linked or supplemental documents which alter or diminish the rights of Customers or the State, such conflicting terms shall not take precedence over the referenced terms of the Master Agreement. In no event will any linked document alter or override such referenced terms of the Master Agreement except as specifically agreed in an Addendum.

III. Definitions

In addition to any defined terms set forth in Attachments hereto, the parties agree that, when used in the Contract, the following terms are defined as set forth below:

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services and equipment a Customer acquires by purchase, lease purchase, lease with option to purchase, or rental.

B. Addendum

The term (“Addendum”) means a written restatement of or modification to a Contract Document executed by the Vendor and State or Customer, as applicable.

C. Contract

The term (“Contract”) means this Master Agreement and Attachments hereto, as amended from time to time and which, together with other Contract Documents, evidences the final agreement between the parties with respect to a particular transaction between the State and Vendor.

D. Contract Document

The term (“Contract Document”) means this Master Agreement and Attachments hereto; any solicitation; any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and State or Customer, as applicable; other mutually agreed documents; and any Addendum to any of the foregoing.

E. Customer

The term (“Customer”) means any agency of the State; any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and an entity authorized to utilize contracts awarded by the State via a multistate or multi-governmental contract.

F. Destination

The term (“Destination”) means delivered to the receiving dock or other point specified in the applicable Contract Document.

G. Indemnified Parties

The term (“Indemnified parties”) means the State and a Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and/or designees.

H. Intellectual Property Rights

The term (“Intellectual Property Rights”) means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all

worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

I. Moral Rights

The term (“Moral Rights”) means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

J. OMES

The term (“OMES”) means the Office of Management and Enterprise Services, the State agency through which this Master Agreement is agreed on behalf of the State.

K. Purchase Card

The term (“Purchase Card”) means commercial purchase card to facilitate the acquisition of goods and services necessary for conducting official Customer business.

L. Third Party Intellectual Property

The term (“Third Party Intellectual Property”) means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

M. Vendor Confidential Information

The term (“Vendor Confidential Information”) means certain confidential and proprietary information of Vendor that is clearly marked as confidential but does not include information excluded from confidentiality in provisions of the Contract. For the avoidance of doubt, Vendor confidential information includes, without limitation, Software and Documentation as those terms are defined in Attachment B hereto (Terms and Conditions for Mobile ID Software as a Service), and all updates, modifications, derivatives thereto.

N. Vendor Intellectual Property

The term (“Vendor Intellectual Property”) means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed or otherwise acquired by Vendor (a) prior to the Master Agreement Effective Date , or (b) developed independent of the Master Agreement \ , and without contribution by any Customer personnel who first created, invented or conceived such items or things while affiliated with Customer.

O. Work Product

The term (“Work Product”) means any and all deliverables produced by Vendor for Customer and expressly defined as “Work Product” under a statement of work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Master Agreement Effective Date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer’s benefit (a) by any Vendor personnel or Customer personnel or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

IV. Extension of Contract

The State, at its sole option, may extend the Contract for ninety (90) days beyond the final renewal option period at the Contract compensation rate for the extended period. If this option is exercised, the State shall notify the Vendor in writing prior to Contract end date.

V. Ordering, Inspection and Acceptance

- A.** Any products or services furnished under the Contract shall be ordered by a purchase order or by the use of a valid Purchase Card. There is no limit on the number of purchase orders that may be issued or Purchase Card transactions. Delivery to multiple destinations may be required. All orders are governed by the terms and conditions of the Contract. Any purchase order or Purchase Card

transaction dated prior to termination or expiration of the Contract shall be performed pursuant to this Master Agreement and the relevant Contract Document(s) unless agreed otherwise between a Customer and Vendor.

- B.** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of services or associated deliverables shall not apply automatically upon receipt of a deliverable or upon provision of services.

Vendor warrants and represents that products or deliverables specified and furnished by or through the Vendor shall individually, and where specified by Vendor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by Vendor at no additional cost or expense to the Customer if such defect occurs during the warranty period.

All products to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for products until accepted by the Customer at the Destination in good condition. Title and risk of loss or damage to products shall be the responsibility of the Vendor until accepted by the Customer. The Vendor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Customer payment for an Acquisition does not constitute final acceptance of the Acquisition by the Customer. If subsequent Customer inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has latent defects, the Customer shall notify the Vendor as soon as is reasonably practicable. The Vendor shall retrieve and replace the Acquisition at Vendor's expense or, if unable to replace, shall issue a refund to the Customer.

- C.** Vendor shall deliver products and services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in products or services, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a

person of comparable or greater skills, education and experience for performing the services as the person being replaced.

- D.** Product warranty and return policies and terms for Customers will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated Customer for like products.

VI. Pricing

- A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by a Customer.
- B.** Pursuant to 74 O.S. § 85.40, all travel expenses of Vendor must be included in the total Acquisition price.
- C.** The price to the Customer under the Contract shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

VII. Invoices and Payment

- A.** Vendor shall be paid upon submission of a proper invoice(s) to the Customer at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted unless otherwise set forth in the Contract or applicable schedule thereto.

The following terms additionally apply:

- i.** Invoices shall contain the purchase order number;
- ii.** Failure to provide a proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2;

- iii. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72;
- iv. Additional terms which provide discounts for earlier payment may be evaluated when making a contract award. Any such additional terms shall be no less than ten (10) days, increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be from the receipt date of a proper invoice.
- v. If a Customer finds that an overpayment or underpayment has been made to Vendor, the Customer may adjust any subsequent payments to Vendor under the Contract to correct the account. A written explanation of the adjustment will be issued to Vendor by the Customer.
- vi. Vendor shall have no right of setoff.

B. The Vendor will accept payment from any Customer by Purchase Card.

VIII. Termination for Non-Appropriation

The State may terminate the Contract in whole or in part if funds sufficient to pay its obligations under the Contract are not appropriated or received from an intended third party funding source. Similarly, a Customer may terminate any purchase order if funds sufficient to pay its obligations under the Contract are not appropriated or received from an intended third party funding source. In the event of such insufficiency, Vendor will be provided fifteen (15) calendar days written notice of intent to terminate. The determination by the State or Customer, as applicable, as to whether sufficient appropriations are available shall be accepted by the Vendor as final and binding. Notwithstanding the foregoing, if a Customer issues a purchase order and has accepted the products or services, the Customer is obligated to pay for the products or services. In the event of such termination, the Customer will not be considered to be in default or breach under the Contract nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. Any partial termination of the Contract for non-appropriation shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Vendor or a Customer regarding portions of the Contract that are not terminated. Any amount paid to Vendor in the form of prepaid fees that are unused when the Contract or a purchase order is terminated shall be refunded to Customer.

IX. Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Such notices shall be sent to the respective party at the physical or e-mail address set forth below, which may be updated in writing to the other party as necessary; provided, however, breach and termination-related notices shall not be delivered via e-mail.

If sent to the State:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Information Services General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

If sent to the Customer:

As identified on Contract Document between Customer and Vendor

If sent to Vendor:

Cagney Jensen
Idemia Identity & Security USA LLC
296 Concord Road, Suite 300
Billerica MA 01821
Mobile: (402) 676-1577
Email: cagney.jensen@us.idemia.com

With a copy to:

General Counsel
Idemia Identity & Security USA LLC
11951 Freedom Drive, Suite 1800
Reston, VA 20190

X. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

XI. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Contract, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

XII. Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

XIII. Force Majeure

- A.** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Vendor cannot cause delivery of products or services in a timely manner to meet the business needs of the Customer.
- B.** Notwithstanding the foregoing or any other provision in the Contract, (1) in no event will any of the following be considered a force majeure event: (a)

shutdowns, disruptions or malfunctions in Vendor's systems or any of Vendor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Vendor's systems; or (b) the delay or failure of Vendor or subcontractor personnel to perform any obligation of Vendor hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Vendor's confidentiality, indemnification or data security and breach notifications set forth herein.

XIV. Termination for Cause

- A.** Vendor may terminate the Contract in the event (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. Material breach by a Customer shall not give rise to a claim of material breach as grounds for termination by Vendor of the Contract as a whole. The State may terminate the Contract in whole or in part in the event (i) it has provided Vendor with written notice of material breach, and (ii) Vendor fails to cure such material breach within thirty (30) days of receipt of written notice. Similarly, a Customer may terminate its obligations, in whole or in part, to Vendor if it has provided Vendor with written notice of material breach and Vendor fails to cure such material breach within thirty (30) days of receipt of written notice.
- B.** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Vendor, only if Vendor's material breach is reasonably determined (i) to be an impediment to the function of the State and detrimental to the State or (ii) to cause a condition precluding the thirty (30) day notice or when the State determines that an administrative error occurred prior to Contract performance.
- C.** The Customer may terminate a purchase order immediately without a thirty (30) day written notice to Vendor, only if Vendor's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.
- D.** If the Contract or certain obligations under the Contract are terminated, the Customer shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a Customer be liable to the Vendor for compensation for any products neither requested nor accepted by the Customer or for any services neither requested by the Customer nor satisfactorily

performed by the Vendor. Any amount paid to Vendor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded to Customer. In no event shall the State's exercise of its right to terminate the Contract for cause relieve the Vendor of any liability to the State or a Customer for claims arising under the Contract. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Vendor or a Customer regarding portions of the Contract that remain in effect.

- E. The Vendor's repeated failure to provide acceptable products or services; Vendor's revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); Vendor's inability to pay its debts when due; assignment for the benefit of Vendor's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Vendor shall constitute a material breach of the Vendor's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Other instances of failure to adhere to the Contract provisions may result in material breach.

XV. Termination for Convenience

- A. The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. The State shall deliver to the Vendor a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the State.
- B. If applicable, the Customer may terminate a purchase order for convenience if it is determined that termination is in the Customer's best interest. The Customer shall deliver to the Vendor a written notice of termination of convenience specifying the terms and effective date of termination. The purchase order termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the Customer.
- C. If the Contract or certain obligations under the Contract are terminated, the Customer shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a Customer be liable to the Vendor for compensation for any products neither requested nor accepted by the Customer

or for any services neither requested by the Customer nor satisfactorily performed by the Vendor. Any amount paid to Vendor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded to Customer. In no event shall the State's exercise of its right to terminate the Contract for convenience relieve the Vendor of any liability to the State or a Customer for claims arising under the Contract. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Vendor or a Customer regarding portions of the Contract that remain in effect.

XVI. Modification of Contract Terms and Contract Documents

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES or that is made unilaterally by the Vendor is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes including, but not limited to any unauthorized written Addendum, shall be void and without effect and the Vendor shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- B. Any ordering document shall be effective between Vendor and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer. Any additional terms on an ordering document are of no effect and are void. OMES bears no liability for performance, or failure thereof, by a Customer or the Vendor in connection with an Acquisition.
- C. All Contract Documents shall be mutually executed by persons authorized to enter into the Contract Document on behalf of each party.

XVII. Audits and Records Clause

- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit all records

relevant to the execution and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.

- B.** The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

XVIII. Compliance with Applicable Laws and Representations

- A.** As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor represents as follows and shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- i.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
 - ii.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - iii.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
 - iv.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - v.** Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
 - vi.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information;
 - vii.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and

Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;

- viii. Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes, but is not limited to, the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - ix. Requirements of the Health Insurance Portability and Accountability Act of 1996; the Criminal Justice Information Services Security Policy; IRS Publication 1075; and Family Educational Rights and Privacy Act; and
 - x. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- B. As applicable, the Vendor shall adhere to the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth at:
<https://www.ok.gov/cio/documents/InfoSecPPG.pdf>.
- C. The Vendor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- D. Vendor's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov/>. Vendor is responsible to review and relay such State methodologies and templates, as applicable, to its employees and subcontractors.
- E. In addition to compliance under subsection A above, Vendor shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds.
- F. The Vendor shall inform its employees, agents, and proposed subcontractors, if applicable, who provide products or perform services under the Contract of the Vendor's obligations under the Contract and shall require compliance

accordingly. At the request of the State, Vendor shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

- G.** As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- H.** The execution, delivery and performance of the Contract and any ancillary documents by Vendor will not, to the best of Vendor's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third party.
- I.** Vendor represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

XIX. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Vendor certifies that the Vendor and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- B.** Have not within a three-year period preceding the Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; for violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property;
- C.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

XX. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not employees of the State or any Customer. The Vendor's employees shall not be considered employees of the State nor of any Customer for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

XXI. Publicity

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the State or any Customer of Vendor, the products or the services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which the connection of the State or any Customer therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

XXII. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- A. As a condition of this Contract, Vendor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Vendor shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Vendor's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of work for Customers. Vendor may not commence performance hereunder until such proof has been provided. Additionally, Vendor shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State of Oklahoma and its agencies as Certificate Holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Vendor's obligation to maintain insurance coverage under the Contract is a continuing

obligation through the term of the Contract and each purchase order issued to Vendor in connection with the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. The minimum acceptable insurance limits of liability are as follows:

- i. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
 - ii. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
 - iii. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
 - iv. Directors and Officers Insurance with limits of not less than \$1,000,000 per occurrence and Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per claim; and
 - v. Additional coverage required by a Customer in writing in connection with a particular Acquisition.
- B.** Vendor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Vendor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Vendor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither a Customer nor the State shall be liable to the Vendor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- C.** Vendor agrees to indemnify and hold harmless Customers, the State, and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

XXIII. Open Records Act

Vendor acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act or other applicable law, no Contract provision is confidential information and any provision is subject to disclosure.

XXIV. Confidentiality

- A.** The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- B.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the State Chief Information Officer, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State Purchasing Director, and any person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- C.** Customer may be provided access to Vendor Confidential Information. If Customer is a state agency, Customer is subject to the Oklahoma Open Records Act and Vendor acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Notwithstanding the foregoing, Vendor

Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed by the Customer without the use of any of Vendor Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) resumes, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the Customer is required by law or regulation to disclose Vendor Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Vendor so that the Vendor may promptly seek a protective order or other appropriate remedy.

- D. Customer will protect Vendor Confidential Information from unauthorized dissemination and use with the same degree of care that it uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting Vendor Confidential Information. Customer will use Vendor Confidential Information only for purposes necessary to directly further the purposes of this Contract. Except as otherwise set forth in this section, State will not disclose Vendor Confidential Information to third parties without the prior written consent of Vendor.

XXV. Security of Property and Personnel

In connection with Vendor's performance under the Contract, Vendor may have access to Customer personnel, premises, equipment, and other property. Vendor shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, equipment, and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Vendor fails to comply with Customer's security requirements, then Customer may immediately terminate the associated purchase order.

XXVI. Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Vendor's employees and subcontractors who will be providing services to a Customer may be performed. If additional background checks are

required beyond Vendor's normal hiring practices, such checks or investigations shall be noted at the time of the proposal effort. The costs of additional background checks shall be the responsibility of the Customer unless such additional background checks are required solely because Vendor will not provide results of its otherwise acceptable normal background checks; in such an instance, Vendor shall pay for the additional background checks. Vendor will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Vendor who will be providing services to a Customer under the Contract not be acceptable to the Customer as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order associated with the project.

XXVII. Assignment and Permitted Subcontractors

- A.** Vendor's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Contract, Vendor shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- B.** If the Vendor is permitted to utilize subcontractors in support of the Contract, the Vendor shall remain solely responsible for its obligations under the terms of the Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents subject to redaction of any sensitive business, technical or other confidential information as Vendor determines in

its discretion. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- C. All payments under the Contract shall be made directly to the Vendor, except as provided in subsection A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.
- D. A Customer may transfer all or a portion of its rights and/or obligations under the Contract in compliance with applicable State or federal law or regulations.

XXVIII. Failure to Enforce

Failure by the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

XXIX. Vendor's Compliance with State Policies

The Vendor's employees, agents and subcontractors must adhere to the applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. The Vendor must review and relay such policies covering the above to the Vendor's employees, agents and subcontractors.

XXX. Mutual Responsibilities

- A. Neither the Vendor nor any Customer grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. State shall not contract with an entity other than Vendor for the purposes of such entity providing mobile identification to citizens or residents during the term herein.

- C. The Customer and Vendor each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Vendor shall reasonably cooperate with each other and any vendor to which products and/or services under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a Customer, the State or the Vendor is required under the Contract, such action shall not be unreasonably delayed or withheld.

XXXI. Patents and Copyrights

Without exception, a product price shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent, intellectual property or copyright. Should any third party threaten or make a claim that any portion of a product or services provided by Vendor under the Contract infringes that party's patent or copyright, Vendor shall enable Customers to legally continue to use, or modify for use, the portion of the product or services at issue or replace such potentially infringing product, or re-perform in the case of services, with at least a functional non-infringing equivalent. Vendor's duty under this section shall extend to include other products or services rendered materially unusable as intended due to replacement or modification of the products or services at issue.

XXXII. Indemnification

A. Acts or Omissions

- i. Vendor shall indemnify and hold harmless the Indemnified parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought by a third party against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Contract.
- ii. To the extent Vendor is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Vendor, its employees, agents,

representatives, or subcontractors, the Vendor and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced by the Customer and is payable by Vendor sixty (60) calendar days after the date of the Vendor's receipt of an invoice for the negotiated settlement amount.

B. Infringement and Accessibility

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") arising from or in connection with Vendor's infringement of any patent, copyright, trade and service mark, trade secret or any other intellectual or intangible property rights in connection with products or services provided under the Contract. Vendor's duty under this section is reduced to the extent a claimed infringement results from (a) a Customer's or User's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Vendor-provided services or products unless Vendor recommended or participated in the development of such modification or combination; (c) use of a product or service in violation of the Contract or (d) a non-Vendor product that has not been provided to the State by, through or on behalf of Vendor as opposed to its combination with products Vendor provides to or develops for the State or a Customer as a system.

C. Notice and Cooperation

In connection with indemnification under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Vendor and defense of the claim to the extent its interests are aligned with Vendor. Vendor shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

D. Coordination of Defense

In connection with indemnification under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Vendor to control the defense and any related settlement negotiations; provided, however, Vendor shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify and hold harmless the applicable Indemnified parties.

XXXIII. Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither Vendor, the State nor any Customer shall be liable to the other Party for lost profits or revenues, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if such Party is advised of the possibility of such damages. IN NO EVENT SHALL VENDOR'S AGGREGATE LIABILITY TO STATE OR ANY CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR VENDOR'S SERVICES ACTUALLY PAID OR TO BE PAID DURING THE PERIOD OF THE CONTRACT THAT IS TWELVE (12) MONTHS FROM THE EFFECTIVE DATE, PROVIDED HOWEVER, IF THE EFFECTIVE DATE IS GREATER THAN TWELVE MONTHS FROM THE EVENT GIVING RISE TO THE CAUSE OF ACTION, THEN IT SHALL BE THE NET FEES FOR VENDORS SERVICES ACTUALLY PAID DURING THE PRECEDING TWELVE (12) MONTHS FROM SUCH EVENT.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Vendor or its employees, agents or subcontractors while at a Customer's site; indemnity, breach of Vendor's security or confidentiality obligations under the Contract; the bad faith, gross negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Vendor or its employees, agents or subcontractors.

- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted products or services. The parties agree that Vendor has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

XXXIV. Contract Management Fee and Usage Report

- A. Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Vendor has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Vendor acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Vendor's billing to Customers. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Vendor without further requirement for an Addendum.
- B. If and as long as Vendor is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Vendor. Vendor shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

All Contract Usage Reports shall meet the following criteria:

- i. Reports must be submitted electronically in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii. Reports shall be submitted quarterly regardless of whether there were Acquisitions under the contract during the applicable quarterly reporting period;

- iii. Reports must be submitted no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31;
 - b. April 01 through June 30;
 - c. July 01 through September 30; and
 - d. October 01 through December 31.
- v. Reports must include the following information:
 - a. Procuring entity;
 - b. Order date;
 - c. Purchase Order number or note the Acquisition was paid by Purchase Card;
 - d. Shipping location;
 - e. Manufacturer;
 - f. Manufacturer item number;
 - g. Product description;
 - h. Product category;
 - i. Quantity;
 - j. Unit list price or MSRP, as applicable;
 - k. Unit Contract price;
 - l. Extended price; and
 - m. Other Contract usage information requested by the State.

- C. Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 200
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Vendor shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide

contract number(s) and the amount of the contract management fee being paid for each contract number.

XXXV. Vendor Website for Contract and Prices

If Vendor makes available a website specific to the products and services available under a contract, the following terms apply to such website and associated content:

- A.** The website will be specific to the products and services, as applicable, available under the contract which is clearly distinguished from contract offerings for other customers at Vendor's website. The website must include the products and services, as applicable; associated contract prices including clearly delineated pricing discounts; designated resellers, as applicable and mutually agreed; contact information for Vendor and any such resellers; instructions for obtaining quotes and placing orders; instructions to initiate and pursue a warranty claim or return products; and other information required by the State from time to time. The website shall list the Oklahoma contract number and contain a link to the State website for the contract.
- B.** Vendor is solely responsible for administration, content, Vendor Intellectual Property Rights and all materials at Vendor's website and warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification from the State or if correction is not possible within such time, as soon as reasonably possible thereafter using due diligence until completed. The State reserves the right to require a change to content listed on the website to the extent the State believes such content does not adequately represent the terms of a contract.
- C.** Periodic compliance checks of the information posted for a contract on Vendor's website may be conducted by the State. Upon request by the State, Vendor shall provide verifiable documentation that pricing listed on the website is compliant with pricing as stated in the State contract.
- D.** Vendor hereby consents to a link from a State website to Vendor's website established pursuant to this section, in order to facilitate access to the State contract information and solely for convenience in carrying out business operations of Customers. The State reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, and subsequently notify Vendor; provided, however, nothing herein shall be construed as imposing an

obligation on the State to establish or maintain a link to Vendor's website. Vendor shall provide the State timely written notice of any change in the URL or other information needed to access the Vendor's website and/or maintain any State link to Vendor's website.

- E. If Vendor stores, collects or maintains data electronically as a condition of accessing State contract information, such data shall only be used internally by Vendor for the purpose of performance under such contract and shall not be disseminated to third parties or used for other marketing purposes without prior written approval of the State or as otherwise agreed between the parties. A State contract is a public record under State law and Vendor shall not restrict access to any contract terms and conditions including, but not limited to, pricing through use of restrictive technology, passwords or similar limitations.

XXXVI. Miscellaneous

A. Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with an applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Customer makes no representation or warranty regarding the enforceability of such term or condition and Customer does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

B. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

C. Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

D. Sovereign Immunity

Notwithstanding any provision in the Contract, neither the State nor any Customer waives its sovereign immunity or immunity from suit.

E. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the Contract. Additionally, rights and obligations under the Contract which by their nature should survive including, but not limited to, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations, data breach obligations and indemnification obligations remain in effect after expiration or termination of the Contract.

F. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

G. Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Vendor, its employee, agent, or another representative offered or gave a gratuity to any Customer employee directly involved in the Contract. In addition, a Vendor determined to be guilty of such a violation may be suspended or debarred.

H. Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

I. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

J. Previous Master Agreements

This Master Agreement shall supersede any and all previous master agreements between the parties before the Master Agreement Effective Date for the products and services provided herein.

XXXVII. Information Technology Provisions

The parties further agree to the following terms, as applicable, for any Acquisition of information technology or telecommunication products or services:

A. Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- i. Customer removes the product for which the services are provided, from productive use or;
- ii. The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Vendor in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

B. Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. Vendor shall provide a Voluntary Product Accessibility Template (“VPAT”) describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance

shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

C. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- i. Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- ii. Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Vendor to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Vendor, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

D. Offshore services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

E. Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

F. Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Vendor has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Vendor shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives escrowed source code solely for use in accordance with this Agreement upon the occurrence of any of the following:

- i. A bona fide material default of the obligations of the Vendor under the agreement with the applicable Customer;
- ii. An assignment by the Vendor for the benefit of its creditors;
- iii. A failure by the Vendor to pay, or an admission by the Vendor of its inability to pay, its debts as they mature;
- iv. The filing of a petition in bankruptcy by or against the Vendor when such petition is not dismissed within sixty (60) days of the filing date;
- v. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Vendor's property;
- vi. The inability or unwillingness of the Vendor to provide the maintenance and support services in accordance with the agreement with the agency;
- vii. Vendor's ceasing of maintenance and support of the software; or
- viii. Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

G. Commercial Off The Shelf Software

If Vendor specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

H. Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- i. As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. Excepting the license to use during the Term of this Agreement, no other right is granted under the Contract to any Third Party Intellectual Property incorporated in the Work Product by Vendor. For the avoidance of doubt and notwithstanding anything herein to the contrary, Work Product does not include any underlying Vendor Intellectual Property from which it may have been derived.
- ii. Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer’s sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- iii. Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- iv. All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Vendor hereunder. Vendor shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- v. These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Vendor's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- vi. Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.
- vii. Customer hereby grants to Vendor a non-transferable, irrevocable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer, provided however, to the extent any Work Product has general application in Vendor's

services, Customer and Vendor shall negotiate in good faith for Vendor's right to use such Work Product in its services. Except as provided in this section, neither Vendor nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

- viii. To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Vendor shall obtain from the applicable third party for the Customer's benefit, a license, solely for Customer's use in connection with the services herein during the Term of this Agreement. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.
- ix. Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.
- x. To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- xi. If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and

related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Vendor.

I. OMES Information Services Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES Information Services is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES Information Services to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets upon written notification to Vendor.

J. Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Vendor shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Vendor shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Vendor's past performance) if future bids submitted by Vendor are evaluated by the State.

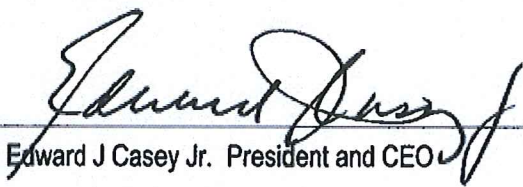
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Signature Block

IN WITNESS WHEREOF, each person executing this Master Agreement below represents that he or she is authorized to enter into this Master Agreement on behalf of such party and each party expressly agrees to the terms and conditions of this Master Agreement.

VENDOR:

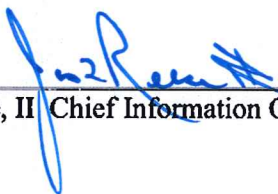
Idemia Identity & Security USA LLC


Edward J Casey Jr. President and CEO

June 27, 2019
Date

STATE:

State of Oklahoma by and through the Office of Management and Enterprise Services


James L. Reese, II Chief Information Officer

6-27-2019
Date



**ATTACHMENT A TO
STATE OF OKLAHOMA MASTER AGREEMENT**

**IDEMIA IDENTITY & SECURITY USA, LLC
TERMS AND CONDITIONS FOR MOBILE ID SOFTWARE AS A SERVICE**

This Terms and Conditions for Mobile ID Software As A Service ("Terms and Conditions") is a Contract Documents stemming from the State of Oklahoma Master Agreement ("Master Agreement" entered into between Idemia Identify & Security USA LLC ("IDEMIA") and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State"). Terms not defined herein shall have the meaning set forth in the Master Agreement.

The following Exhibits are attached hereto and incorporated herein:

Exhibit A: SLA

I. GENERAL SCOPE OF COVERAGE

Idemia shall provide the Services described in these Terms and Conditions to Customer in furtherance of those additional terms and conditions that comprise the parties' Agreement as defined below.

II. DEFINITIONS

For purposes of these Terms and Conditions, the following words shall have the following meanings:

"Agreement" shall mean a Contract Document entered into between Customer and IDEMIA

"Customer" shall have the same meaning as Master Agreement, Section III.E.

"Documentation" shall mean the product specification, functional specification, interface control, Trust Framework and other Software documentation provided by IDEMIA to Customer.

"Mobile ID" or "Mobile ID Credential" shall mean the electronic identity credentials such as a mobile Driver License or other electronic ID that are issued to End-Users to enable End-Users to transact with Relying Parties' (defined herein) using their secure ID credential.

"End-User(s)" shall mean individual persons that are the Customer's citizens, residents or otherwise expressly identified by the Customer in the Agreement as being entitled to make use of the Services. End-Users are those persons that have been issued a state drivers' license or identification card and enroll in the Services.

"IDEMIA" shall mean Idemia Identity & Security USA LLC.

"ID Verification" shall mean establishing that an End-User's credential data corresponds to the End-User's data in the Customer System to a threshold degree of confidence using the Services.

Idemia Identity & Security USA LLC.
296 Concord Road
Billerica, MA 01821 USA

T: +1 978-215-2400
F: +1 978-215-2500
www.IDEMIA.com



“Qualified Mobile Devices” shall mean those mobile devices that are identified by IDEMIA in writing as being qualified to work with the Software and Services. The list of Qualified Mobile Devices is made available upon request and is updated from time to time upon IDEMIA adding or removing devices from the list.

“Relying Party(ies)” shall mean the entity and those additional related and affiliated entities that wish to verify an End-User’s identify using the Services for purposes of a transaction required or anticipated by End-User and Relying Party. A Relying Party’s use of the Services is subject to a separate written agreement between Idemia and the Relying Party.

“Services” or “Mobile ID Services” shall mean the IDEMIA Software and Documentation for electronic authentication of an End-User’s identification credential with the database from the state agency issuing the credential for such End-User as more fully described in Section III.

“Software” shall mean IDEMIA’s Mobile ID identity proofing and verification software applications including without limitation IDEMIA idFabric™, Identity Proofing and Verification hosted service, mobile applications and other software applications that make up the Mobile ID Services, whether installed on End Users’ Qualified Mobile Devices, on-premises or hosted, along with all Updates thereto.

“Term” shall mean the period of time set forth in an Agreement.

“Trust Framework” shall mean IDEMIA’s trust framework that describes how IDEMIA operates, supports, delivers and otherwise manages the interactions and use of the Mobile ID across the community of parties.

“Updates” shall mean modifications, corrections, bug fixes, or additions to the Software for which IDEMIA generally does not charge an additional fee.

III. THE SERVICES

The **“Services”** provided by IDEMIA are as follows:

A. As described in more detail in these Terms and Conditions, the Services are subscription services to IDEMIA’s Mobile ID Services and such other services that may be added by mutual written of the parties. The Services enable Customer to respond to incoming identity authentication requests initiated by state drivers’ license and identification card holder residents (End-Users). The Services will give Relying Parties the option of accepting IDEMIA’s Services, including using Mobile ID online credentials as a means for End-Users to log into agency websites and portals. As applicable to the Services, End-Users will have the ability to download a free IDEMIA “App” to their Qualified Mobile Devices that will empower them to create a highly-trusted Mobile ID that they may use to securely log into participating websites. The Services will enable Relying Parties to help ensure that End-Users interacting with them remotely are who they claim to be and therefore trusted to perform transactions.

B. Unless otherwise agreed between the parties, (i) IDEMIA shall deliver and install its Software on the Customer’s system on a date that will be mutually agreed upon by the parties; (ii) for the Software that



is designed to be installed on End-Users' Qualified Mobile Devices, IDEMIA will make the Software available for End-Users to download and install via applicable delivery means for an "App" for the Qualified Mobile Device (i.e., iTunes for Apple brand mobile devices). At IDEMIA's discretion and at no cost to the Customer or End User, issued Mobile ID credentials may be re-registered or refreshed annually to help ensure they maintain value and trustworthiness.

C. The Software is IDEMIA commercial off-the-shelf (COTS) software. The Customer's licensed use of the Software installed on the Customer's system is governed by the terms of the End User License Agreement provided by IDEMIA with the Software documentation. End-Users' licensed use of the Software installed on their Qualified Mobile Devices is governed by the terms of the click-through End User License Agreement provided with the Software.

D. The Services enable the Customer to accept a Mobile ID Credential from an End-User as a means of helping to verify the End-User's identity for purposes of carrying out one or more transactions between the a Relying Party and the End-User on the Relying Party's website. The subscription-based Services are provided for the Term and there are no limits to the number or frequency of Mobile ID Credentials issued and used during the Term. Only the defined Customer may subscribe to the Services.

E.

F. Unlimited telephone and email support for reporting Services, Software or Mobile ID issues to the IDEMIA Support Center (the "**Help Desk**") via telephone or email. IDEMIA's Help Desk is available on a 24/7 basis for the reporting of issues. IDEMIA's Help Desk is staffed with trained support specialists during IDEMIA's standard business hours of 6:00 AM to 6:00 PM CST, five days per week (Monday through Friday), excluding IDEMIA's recognized holidays. Customer will receive a telephone or e-mail response, as appropriate, within four (4) business hours from the time the Customer's request for support was logged by the IDEMIA Help Desk during IDEMIA's standard business hours. *[By way of illustration only, a Customer call placed at 7:00 a.m. CST on a IDEMIA work day would be returned by no later than 11:00 a.m. CST that same day. By way of further illustration, a Customer call placed at 5:30 p.m. Central on a weekday would be returned no later than 9:30 a.m. Central the next IDEMIA work day.]*

G. IDEMIA shall provide Customer with reasonable technical assistance concerning the following via telephone, e-mail or facsimile:

- (i) IDEMIA will determine if the problems the Customer is encountering are attributable to errors in the Software;
- (ii) IDEMIA will answer questions concerning installation of the Software in the form originally delivered and installed by IDEMIA; and
- (iii) IDEMIA will seek to resolve Customer's problems that occur during normal usage of the Software.

Notwithstanding the foregoing, if IDEMIA determines that Customer requires ongoing help with a particular problem which is not caused by errors in the Software, or is outside the scope of the original Agreement, IDEMIA may, in its sole discretion, refer Customer to IDEMIA's professional services support group for which IDEMIA requires an additional fee. Any services provided by IDEMIA's professional services support group shall be pursuant to a separate written agreement executed by both parties.



H. IDEMIA will use reasonable commercial efforts to remedy any programming error in the Software covered hereunder which is solely attributable to IDEMIA and prevents the Software from substantially conforming to IDEMIA's specifications for the Software. Such remedy may consist of correcting portions of the Software, or communication to Customer of a workaround which gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by IDEMIA.

I. IDEMIA shall make Software Updates available to Customer and End-Users in object code as the Updates become available for general release and to the extent such Updates apply to Software covered by this Terms and Conditions. IDEMIA delivers Updates (i) to the Customer by pushing the Updates via remote access to Customer's system on which the Software is installed, and (ii) to End-Users via applicable delivery means for the "App" for the Qualified Mobile Device. Failure or refusal on the part of the End-User to promptly install an Update may prevent IDEMIA from being able to perform the Services and in such event IDEMIA shall be excused from any resulting failure in its performance of the Services.

IV. EXCLUSIONS FROM SERVICES

A. The Services do not include use of the Services, Software and Mobile ID Credentials for any purposes that are not expressly described in the parties' Agreement. If Customer desires to make greater or additional use of any such items, it shall contact IDEMIA and the parties shall discuss an amendment to their Agreement or entry into an additional written agreement.

B. The Services consist of those services that are expressly described in the. In no event shall the Services include any of the following:

- Providing any services concerning the Mobile ID that are not expressly described in other mutually agreed upon and signed statement of work
- IDEMIA's obligations are dependent upon Customer providing IDEMIA with sufficient information to enable IDEMIA to reproduce the reported errors with the Software
- IDEMIA shall have no obligation for the correction of Software errors that cannot be remedied due to the operational characteristics of the Qualified Mobile Devices that are outside of IDEMIA's ability to control
- IDEMIA shall have no obligation of supporting Customer with errors that are reported with items other than the Software itself
- Support or troubleshooting for Customer's computer systems and Customer provided communication networks
- Support required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed or made available by IDEMIA to Customer.
- Providing or installing updates or upgrades to any third party software (i.e., Apple, Android, etc.)
- Support required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means not caused by IDEMIA's acts or omissions
- In the event IDEMIA agrees to correct any errors not covered by these Terms and Conditions, Customer shall pay IDEMIA for all such work at IDEMIA's then-current standard time and materials charge. Any such services shall be pursuant to a separate written agreement executed by both parties. s



V. CUSTOMER RESPONSIBILITIES / COMPENSATION

The Customer shall have the following responsibilities under these Terms and Conditions:

A. The Customer shall permit IDEMIA to install the Software on Customer's systems as described in these Terms and Conditions.

B. Customer's request for support from IDEMIA shall describe the problem with the Software in sufficient detail to enable IDEMIA to understand and duplicate or recreate the problem. Customer shall provide the following information to IDEMIA when submitting its request for support:

- (i) product registration number, license number or incident number, if applicable;
- (ii) exact wording of error messages;
- (iii) recital of steps taken by Customer before the problem occurred; and
- (iv) a list of steps taken by Customer in attempting to resolve the problem

IDEMIA reserves the right to request such further information as IDEMIA reasonably deems necessary.

C. Customer agrees to allow IDEMIA to install Updates to the Software as soon as practicable and acknowledges that failure to incorporate such Updates may prevent IDEMIA from being able to perform the Services. In such event IDEMIA shall be excused from any resulting failure in its performance of the Services.

D. Customer shall designate a named contact person per installation site who will receive all Updates, correspondence, and other communications concerning the Software, and will notify IDEMIA in writing of any change in the contact person.

E. Customer will maintain and support its systems in a manner that enable Customer, additional state agency subscribers and End-Users to continuously utilize the Services. Customer has explained that the adoption of Mobile ID services by Relying Parties and the corresponding increase in database usage may require Customer's acquisition of additional hardware, software and staffing. Because the parties cannot calculate or reasonably anticipate the increased costs for these activities, the parties agree that IDEMIA will compensate Customer for these costs through a fixed annual fee (in an amount to be negotiated between the parties) for each Relying Party that maintains a current annual subscription. The parties agree that this payment is intended as compensation for increased costs and not as an incentive to adopt Mobile ID or to encourage other agencies to do so. IDEMIA will not be responsible for any additional costs incurred by Customer in implementing Mobile ID services and no such payments will be made if it is determined that payment of the fixed fee would be illegal in any relevant jurisdiction. Customer may pay IDEMIA 100% of the fees associated with the participating agencies and IDEMIA will send the fixed fee payment to Customer. Alternatively, Customer may elect to send IDEMIA a payment reduced by the fixed fee amount (Net Payment).

VI. SERVICE CALLS AND SOFTWARE SUPPORT AND MAINTENANCE

Customer may contact IDEMIA's Support Center by calling **1-888-HELP-IDX (888-435-7439)** in the U.S. and Canada, or outside the U.S. and Canada at **952-945-5512**, e-mailing IdemiaSupport@Idemia.com or

Idemia Identity & Security USA LLC.
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Billerica, MA 01821 USA

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www.IDEMIA.com



faxing IDEMIA's Help Desk at 952-945-5500. IDEMIA's Help Desk will place the Customer's call in the escalated support queue for response by the appropriate IDEMIA support personnel during IDEMIA's normal business hours.

IDEMIA will provide technical support for Mobile ID software in accordance with Exhibit B Hosted Software Service Level Agreement so long as Customer pays all applicable maintenance and support fees as defined in Exhibit B. In the event Customer does not maintain its annual maintenance and support fees, the Parties may mutually agree upon any continuing technical support that IDEMIA will provide to Customer and, if so agreed, will enter in to a separate written agreement executed by both IDEMIA and Customer defining the terms for such support and maintenance services.

IX. LIMITED WARRANTY / DISCLAIMER

IDEMIA shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. IDEMIA warrants that the Software will perform substantially in conformance with IDEMIA's specifications for the Software. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, UPDATES, AND MOBILE ID CREDENTIALS.

X. LIMITATION OF LIABILITY

IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER AND ANY END-USER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ENGAGEMENT GIVING RISE TO THE CAUSE OF ACTION. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; OR LOSS OR INTERRUPTION OF USE RESULTING FROM USE OF A THIRD PARTY'S GOOD OR SERVICE OUTSIDE THE SCOPE OF THIS AGREEMENT; OR FOR EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBIT A TO
IDEMIA IDENTITY & SECURITY USA, LLC
TERMS AND CONDITIONS FOR MOBILE ID SOFTWARE AS A SERVICE

HOSTED SOFTWARE SLA

1. SPECIFIC DEFINITIONS

Terms not otherwise defined herein shall have the meaning as set forth in the Terms and Conditions for Mobile ID Software as a Services ("Terms and Conditions") to which this document is attached. The following terms shall bear the following meanings (Words used in the singular shall include the plural and vice versa):

1.1 "Availability": means the ability of the Solution to perform its agreed functions when the Service is effectively used by the Users. Availability is calculated as a percentage. This calculation is based on Agreed Service Time and Downtime, according to the formula exposed in article 4 of this Exhibit.

1.2 "Business Day": Any day from Monday to Friday, from 9am to 5pm CET.

1.4 "Evolutive Maintenance Service": The service of study, conception, realization and deployment of changes to the Solution. This Service is described in article 3

1.5 "Incident": Reproducible malfunction, which either prevents full or partial normal use of one or several functionality(ies) of the Solution, or creates a result or an action not complying with the Specification, or allows the use of a functionality but via a non-customary procedure, whilst the action of users has been conducted under normal conditions.

To optimize Support Service to CUSTOMER, IDEMIA defines three classes of Incidents, describing each, a specific severity:

- **"Critical Incident" (Class A):** any Incident causing the Solution to be completely inoperative. Examples of such failures would be system crash, impossibility to install a service, impossibility to request a service termination or an opposition.
- **"Major Incident" (Class B):** any Incident affecting severely one or several functionalities of the Solution causing a global Service degradation. Example of such failures would be high latency in CUSTOMER care interface, high latency in starting service installation.
- **"Minor Incident" (Class C):** any Incident affecting one or several functionalities of the Solution without causing a global Service degradation.

1.6 "Incident Report": means specific form completed by CUSTOMER when an Incident with the Solution is identified.

1.7 "Incident Recovery": means the time period taken for the implementation of the temporary or final corrective action taken by IDEMIA to restore the functionality(ies) of the Solution affected by the Incident.

1.8 "Intervention Time": means the period which will commence from the time IDEMIA has acknowledged an Incident Report of CUSTOMER and until IDEMIA starts to fix this Incident.

1.9 "Maintenance Services": means the Support Service and the Evolutive Maintenance Service, as described

IDEMIA

1.10 "Monthly Uptime Percentage" means the difference between 100% and the percentage of Unavailable Time for the applicable month.

1.12 "Resolution time": means the amount of time taken by IDEMIA to resolve temporarily or definitely an Incident (Service Recovery), which shall commence from the time IDEMIA has acknowledged the IR in accordance with the Agreement and shall close when IDEMIA fixes the Incident.

1.13 "Response Time": means the time interval from the receipt of a CUSTOMER's Incident Report to the acknowledgement of IDEMIA sent by e-mail with its reference.

1.14 "Service Credit" means the amount equal to Uptime Shortfall a Customer experiences in a month, multiplied by any amounts due from such Customer to IDEMIA for such month.

1.15 "Uptime Shortfall" means 99% minus {100% minus the Unavailable Time}.

1.16 "Site": means the actual place provided or made available by IDEMIA, to which the Solution is hosted by IDEMIA.

1.17 "Solution" means the Services as more particularly defined in the Terms and Conditions.

1.18 "Technical Help Desk ": means the department of IDEMIA responsible for Support Service to CUSTOMER.

1.19 "Support Service": means the service aiming at correcting the Incidents occurring on the Solution, so as to make it conform to the Specification. This corrective maintenance shall be done so as to (i) either implement a workaround solution or (ii) cure the Incident in a definitive manner. This service is described in article 2 of this document.

1.20 "Unavailable Time": means the IDEMIA hosted service supporting the applicable product is not available for use, as measured in continuous 5-minute increments. Unavailable Time does not include any unavailability resulting from any Exclusion (as defined below).

1.21 "Exclusions": any situation where the IDEMIA hosted service is expected to not be available. Exclusions include: service scheduled maintenance windows (at least communicated 7 days in advanced to CUSTOMER).

1.22 "Version": A product is identified by a name (ex: "TSM for SP" "ALM", "SIMPLICATE" ...) and a sequence of four (4) numbers separated with a dot designated as "Major_Version.Minor_Version.Release.Index". Product marketing of IDEMIA defines the product functional level with the Major and Minor versions:

- **"Major Version"**: major functional level of the product (or a module), regardless of the version name or number, but including those denoted by a change to the left of the first decimal point (e.g., 3.2.0.2 to 4.0.0.0) and/or (ii) the addition of a date designation or a change in an existing date designation (e.g., v1999 to 2000).
- **"Minor Version"**: minor functional level of the product (or a module), regardless of the version name or number, but including those denoted by a change to the right of the first decimal point (e.g., 3.2.0.2 to 3.3.0.0).
- **"Release"**: specific functional evolution, including those denoted by a change to the right of the second decimal point (e.g., 3.2.0.3 to 3.2.1.0).
- **"Index"**: corrective maintenance or release adaptation, including those denoted by a change to the right of the third decimal point (e.g., 3.2.0.4 to 3.2.0.5).

2. TECHNICAL HELP DESK

The purpose of Technical Help Desk Level 1 is to:

IDEMIA

- receive CUSTOMER's Incident Reports:
 - on a 24 hours per day, 7 days a week, and 365 days per year basis;
- receive END USER's Incident Reports:
 - on a 24 hours per day, 7 days a week, and 365 days per year basis;
- provide the support for addressing the Incident in the terms exposed in article 2.3 "Service Level Agreement" of this Exhibit ;
- work with the relevant players to resolve the reporting incident as soon as possible including the Level 3 support team (aka "SRE");
- report the outcome of the Support Service request to the CUSTOMER.

The Support Service excludes CUSTOMER training on the Solution.

The Support Service includes walking the END USER and/or the CUSTOMER along standard and documented troubleshooting and resolution paths when appropriate.

The scope of the Support Service includes the elements that are necessary for a mobile ID solution to be functional:

- IDEMIA idFabric instance for the identity issuer
- IDEMIA IDaaS cloud infrastructure
- Google Play or Apple App Store mobile application

All reasonable efforts will be made to help END USER with the mobile application, however, it appears the issue is related to the user's device, device configuration or operating system, beyond the scope of the support service, the user will be directed to reach out to their phone provider support.

The Support Service will be setup, in collaboration with the Oklahoma Department of Public Safety, with escalation paths to ensure efficient and expedited resolutions of any issue raised both on the CUSTOMER or END USER sides.

The Support Service pertains only to the current and previous Major Versions of the Standard Software.

2.1. SUPPORT SERVICE LEVEL AGREEMENT

Where an Incident has been identified, an Incident Report form must be completed by CUSTOMER in order to register the Incident and send it by e-mail to Support Service. The various media to convey the Incident Report (mail, telephone, ad-hoc information system, etc.) shall be agreed upon by the parties..

IDEMIA consequently will take the Incident report into account within the maximum response time defined in the following Response Time table:

Incident Type	Response time	Incident Recovery	Resolution time
CRITICAL Class "A"	30 minutes	4 hours	4 Business days
MAJOR Class "B"	1 hour	36 hours	30 Business days
MINOR Class "C"	1 hour	4 weeks	Next Product Release

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As soon as IDEMIA have found and applied a temporary solution to partially fix the Incident, the Parties, if needed, will reassess the priority of the Incident.

IDEMIA may request adjustment to the SLA based on future development of the Solution and the parties agree to negotiate in good faith.

Any modification performed on CUSTOMER's technical environment or procedures potentially related to the use of the Solution have to be reported to IDEMIA for impact analysis. Failure to report such changes may require amendment of the above SLA by mutual written agreement and in such event the above SLA shall be suspended until such mutual agreement is reached.

2.2. INCIDENT ESCALATION MANAGEMENT

To ensure that CUSTOMER experiences consistent and reliable usage of IDEMIA services and products, IDEMIA operates an Incident escalation procedure to ensure any ongoing Incidents are communicated to IDEMIA's operational and management teams based on priority, and dependent on severity. This escalation process is specified as follow:

- The Support Service is provided through the Technical Help Desk L1 (Help Desk at IDEMIA Operations Support) which is the main point of contact within IDEMIA.
- Each Party shall appoint a fully skilled representative and his deputy. These representatives shall have to be easily available by any means of communication.
- CUSTOMER will define the priority of the Incident to be reported to IDEMIA. IDEMIA will start to treat the default at the priority raised by CUSTOMER. If during the remedy process both parties find out that the Incident priority was over/under estimated, the priority of the Incident will be adjusted accordingly. IDEMIA proposes the following incident priority definition:

Resolution Priority		Impact		
		All users Or High financial impact	Many users Or Moderate financial impact	One user Or No financial impact
Unavailability level	Blocking or loss of data	P1 – Critical	P2 – Major	P2 – Major
	blocking with workaround and without loss of data	P2 – Major	P2 – Major	P3 – Minor
	Non blocking	P2 – Major	P3 – Minor	P3 - Minor

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- Escalation of the support request is initiated when the Technical Help Desk L1 does not answer to CUSTOMER's call within five (5) minutes and/or the parties disagree on a Class Incident definition.
- In case of dissension, the class of the Incident will be confirmed by the upper level representative of CUSTOMER and IDEMIA.
- Three escalation levels are defined:
 - Technical Help Desk L1 Manager;
 - Head of NORAM Technical Help Desk;
 - Head of NORAM Operations

IDEMIA

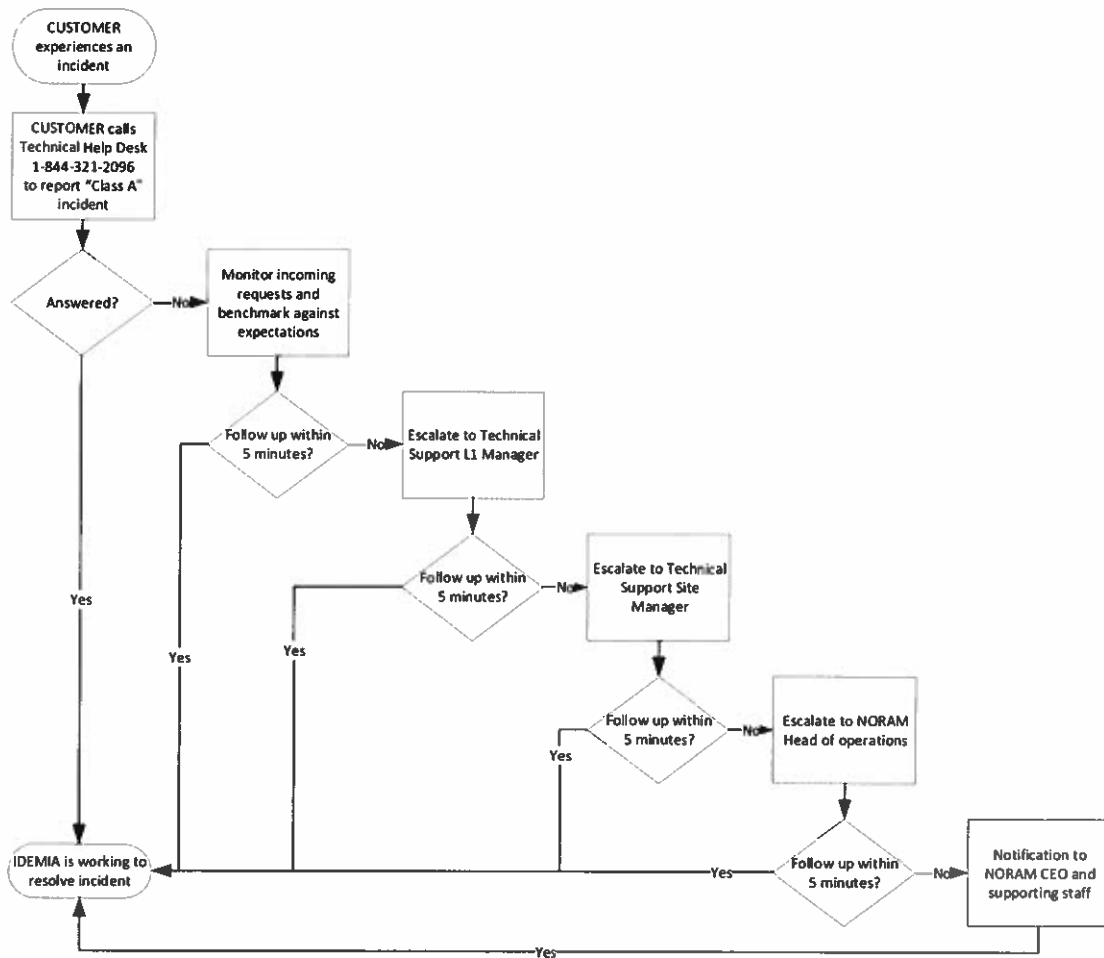
Names and phone numbers of the representatives will be defined in below escalation plan:

For Critical Incidents: Customer to report the outage by reaching out to:

Solution Support : 1-844-321-2096

mdlsupport@us.idemia.com

24 hours per day, 7 days a week, 365 days per year



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2.2.1. Phone assistance

The purpose of telephone assistance is to provide CUSTOMER with an alternative solution when chat or email support is unavailable and to report urgent Class A Incident Reports. Technical Help Desk undertakes the setup of telephone support and will undertake the treatment within the response time defined in the Response Time table. This support request will be immediately confirmed by CUSTOMER by email containing the completed IR description.

3. EVOLUTIVE MAINTENANCE SERVICE

The purpose of Evolutive Maintenance Service is to deploy to the production environment and make those available for CUSTOMER usage:

- Major Versions of the Standard Software, and/or
- Specific incremental updates

Evolutive Maintenance will be performed through scheduled maintenance operations (please refer below to article 4 "Hosting Service") under conditions previously agreed with CUSTOMER.

4. HOSTING SERVICE

Hosting Service includes:

- Hosting of the production and pre-production platforms is provided by IDEMIA's presence in Amazon Web Services datacenters;
- Monitoring for:
 - a. Infrastructure (Hardware, Operating System and IDEMIA software);
- Production Platform has a target of 99.9% Availability

Scheduled Maintenance Time:

Scheduled maintenance operations shall be requested to CUSTOMER by IDEMIA seven (7) days before the scheduled starting date.

Scheduled time and duration of any operation shall be agreed by both parties (the "Schedule Maintenance Time").

If scheduled operations are requested by CUSTOMER for maintenance of its own infrastructure, the same rules shall apply.

The service Availability excludes Scheduled Maintenance Time. The service Availability is expected to be available 99.9% of the time.

The service Availability is calculated on a yearly basis (from January 1st to December 31st, except for the first year of provision of the service, for which the service Availability will be calculated on the basis of the period between the date of final acceptance of the Solution by CUSTOMER and December 31st of such calendar year), according to the following formula:

$$\text{Availability} = \frac{(\text{Agreed Service Time} - \text{Downtime})}{\text{Agreed Service Time}} \times 100$$

Into which:

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- "Agreed Service Time" = (time) - (Scheduled Maintenance Time)
- "Downtime" = (time when service is down exclusively due to IDEMIA responsibility)

5. HOSTING SOFTWARE SERVICE LEVEL AGREEMENT

5.1 IDEMIA will make the Solution available 99.9% of the time each month and will provide CUSTOMER an availability report monthly.

5.2 Service Commitment

IDEMIA will make the Solution available 99.9% of the time each month. If IDEMIA's Monthly Uptime Percentage is below 99.9% in a given calendar month, then you will be eligible to receive a Service Credit as described in Section 5.3 below.

5.3. Credit Request and Payment Procedures:

To receive a Service Credit, you must submit a request to IDEMIA as described in this Section 5.3. CUSTOMER must make the submission to IDEMIA Customer Support within thirty (30) days of receiving an availability report showing less than 99.9% Availability. Such submission must include: (a) "SLA Claim" as the subject of the ticket; (b) the dates and times of Unavailable Time for which a credit is being claimed; (c) any documentation of the applicable outage. Each Service Credit will be applied to future amounts payable by CUSTOMER in connection with the applicable IDEMIA product, except if no future amounts are owed, IDEMIA will provide a refund to CUSTOMER in the amount of the applicable Service Credit.

5.4. Exclusions

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability of the IDEMIA API or any other IDEMIA API performance issues, that (a) are caused by a force majeure as described in Master Agreement, Section XIII, telecommunications provider-related problems or issues, or Internet access or related problems occurring beyond the point in the network where IDEMIA maintains access and control over the IDEMIA services; (b) result from any actions or inactions of CUSTOMER or any third party (other than IDEMIA's agents and subcontractors) not approved or requested by Idemia; (c) result from any Customer Application(s), equipment, software or other technology and/or third party equipment, software or other technology (except for equipment within IDEMIA's direct control); or (d) occurs during IDEMIA's scheduled maintenance for which IDEMIA will provide at least seven days' prior notice; or (e) problems or issues related to alpha, beta or not otherwise generally available IDEMIA features or products (collectively, the "Exclusions").

5.5. Entire SLA Liability

This SLA states IDEMIA's sole and entire liability to you and your sole remedy with respect IDEMIA's failure to meet the Uptime Percentage. Notwithstanding the aforementioned, the state retains all termination rights afforded in the Master Agreement.



**ATTACHMENT B TO
STATE OF OKLAHOMA MASTER AGREEMENT**

**IDEMIA IDENTITY & SECURITY USA LLC
DATA VERIFICATION FOR MOBILE ID SERVICES AND SOFTWARE LICENSE
AGREEMENT**

This Data Verification for Mobile ID Services and Software License Agreement (“Agreement”) is a Contract Documents stemming from the State of Oklahoma Master Agreement (“Master Agreement” entered into between Idemia Identify & Security USA LLC (“IDEMIA”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”). Terms not defined herein shall have the meaning set forth in the Master Agreement.

RECITALS

WHEREAS, State has established identity records for its citizens and wishes to enable the verification of identify for purposes of facilitating the security of its citizens in commercial and government transactions;

WHEREAS, in order to have secured electronic transactions for citizens, it is necessary to enable the authentication of ID credentials and verification of identity based on the State’s established identity records;

WHEREAS, IDEMIA has developed a secure method of electronically authenticating mobile ID credentials and verifying the identity of individuals at the request or with the consent of the individual; and

WHEREAS, State in connection with the Terms and Conditions for Mobile ID Software as a Service wishes to enable IDEMIA to access the State’s credentials for the purpose of electronic authentication and verification of credentials for its citizens in a secure manner under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

For purposes of these Agreement, the following terms shall have the following meanings:

“Documentation” shall mean the product specification, functional specification, interface control, Trust Framework and other Software documentation provided by IDEMIA to State.

“Mobile ID Services” shall mean the IDEMIA Software and Trust Framework for electronic authentication of an End-User’s identification credential with the State’s database from which it is issuing the credential for such End-User as more fully described in Section II and Appendix A.

“End-User(s)” shall mean individual persons who are the state citizens, or residents that make use of the Services. End Users are those persons who have been issued a drivers’ license or other identification card credential from the State.

“IDEMIA” shall mean Idemia Identity & Security USA LLC.



“ID Verification” shall mean establishing that an End-User’s credential data corresponds to the End-User’s data in the State System to a threshold degree of confidence using the Mobile ID Services.

“Qualified Mobile Devices” shall mean those mobile devices that are identified by IDEMIA in writing as being qualified to work with the Software and Services. The list of Qualified Mobile Devices is made available upon request and is updated from time to time upon IDEMIA adding or removing devices from the list.

“Relying Party(ies)” shall mean the entity and those additional related and affiliated entities that wish to verify an End-User’s identity using the Mobile ID Services for purposes of a transaction requested or anticipated by End-User and Relying Party. A Relying Party’s user of the Services is subject to a separate written agreement between IDEMIA and the Relying Party.

“Software” shall mean IDEMIA’s Mobile ID identity proofing and verification software applications including without limitation IDEMIA Fabric™, Identity Proofing and Verification hosted service, mobile applications and other software applications that make up the Mobile ID Services, whether installed on End Users’ Qualified Mobile Devices, on-premises or hosted, along with all Updates thereto. .

“State System” shall mean the electronic database of End-Users’ State ID credentials, including End User’s DL data and biometric information.

“Term” shall mean the period of time set forth in a Contract Document entered into between Customer and IDEMIA.

“Trust Framework” shall mean IDEMIA’s trust framework that describes how IDEMIA operates, supports, delivers and otherwise manages the interactions and use of the Mobile ID across the community of parties.

“Updates” shall mean modifications, corrections, bug fixes, or additions to the Software.

II. THE MOBILE ID SERVICES

During the Term, IDEMIA will submit queries to the State System for purposes of ID Verification for the Mobile ID Services . If End-User’s State ID credential is confirmed or receives a threshold confidence score, the ID Verification may be accepted by a Relying Party for purposes of a transaction between End-User and the Relying Party.

III. LICENSE

IDEMIA will provide State with the Software solely for Mobile ID Services for by End-Users. IDEMIA grants to State a non-exclusive, non-transferable, paid-up, revocable license to use the Software for the purposes of performing ID Verification during the Term. IDEMIA retains ownership of all right, title and interest to the Software and related documentation, and the intellectual property rights therein (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the Software license granted in this Section III. State agrees not to (i) copy, modify, or reverse engineer the Software, hardware or design, make derivative works based upon the Software, or use the Software to develop any products, without IDEMIA’s prior written approval or (ii) sell, license, rent, or transfer the Software to any third party.

IV. APPLICATION OF MOBILE ID SERVICES



State acknowledges and agrees that the Mobile ID Services may be used by Relying Parties for government and commercial purposes, including without limitation banking transactions, retail transactions and other commercial transactions. New service offerings to the Software designed to facilitate solutions for specific business needs may be made available in the future.

V. IDEMIA RESPONSIBILITIES:

A. IDEMIA will use reasonable efforts to correct Software issues, but shall have no obligation for the correction of Software errors that cannot be remedied due to the operational characteristics of the Qualified Mobile Devices or State System that are outside of IDEMIA's ability to control. For the avoidance of doubt, State's hosted hardware, VM and system hardware are not outside of IDEMIA's ability to control.

B. IDEMIA may in its discretion support State with errors that are reported with items other than the Software itself, or to support or troubleshoot for issues attributable to the State System provided communication networks or due to failures caused by State or State System or other software, hardware or products not licensed or made available by IDEMIA to State. The State and Idemia shall execute a separate written agreement for any such support prior to the provision of services.

VI. STATE'S RESPONSIBILITIES

A. State shall permit IDEMIA to install any on-premises Software in accordance with the specifications and requirements provided by IDEMIA on State Systems as described in the Documentation.

B. State shall allow IDEMIA to install Updates to the Software as soon as practicable and acknowledges that failure to allow such access Updates may prevent IDEMIA from being able to perform the Services. In such event, IDEMIA may be excused from any resulting failure in its performance of the Services.

C. The State shall make State System reasonably available to IDEMIA for purposes of submitting queries and providing a response to such queries as part of the Mobile ID Services.

D. State may request support from IDEMIA and shall describe the Software problem in sufficient detail to enable IDEMIA to understand and duplicate or recreate the problem. State shall provide the following information to IDEMIA when submitting its request for support:

- (i) product registration number, license number or incident number, if applicable;
- (ii) exact wording of error messages;
- (iii) recital of steps taken by State before the problem occurred; and
- (iv) a list of steps taken by State in attempting to resolve the problem

IDEMIA reserves the right to request such further information as IDEMIA reasonably deems necessary.

E. State shall designate a named contact person who will receive all correspondence and other communications concerning the Software, and will notify IDEMIA in writing of any change in the contact person.

VII. SERVICE CALLS

State may contact IDEMIA's Support Center by calling **1-888-HELP-IDX (888-435-7439)** in the U.S. and Canada, or outside the U.S. and Canada at **952-945-5512**, e-mailing Idemiasupport@idemia.com or faxing



IDEMIA's Help Desk at 952-945-5500. IDEMIA's Help Desk is available on a 24/7 basis for the reporting of issues. IDEMIA's Help Desk will place the State's call in the escalated support queue for response by the appropriate IDEMIA support personnel during IDEMIA's normal business hours of 6:00AM to 6:00PM CST, five days per week (Monday through Friday), excluding IDEAM's recognized holidays. State will receive a telephone or e-mail response, as appropriate, within four (4) business hours from the time State's request for support was logged by the IDEMIA Help Desk during IDEMIA's standard business hours. By way of illustration only, a State call placed at 7:00 a.m. CST on an IDEMIA work day would be returned by no later than 11:00 a.m. that same day. By way of further illustration, a State can placed at 5:30 p.m. CST on a weekday would be returned no later than 9:30 a.m. CST the next IDEMIA work day.

VIII. LIMITED WARRANTY / DISCLAIMER

IDEMIA shall provide the Mobile ID Services hereunder in a professional and workmanlike manner by duly qualified personnel. IDEMIA warrants that the Software will perform substantially in conformance with IDEMIA's specifications for the Software.

State warrants that it shall provide access to the State System and cooperate with IDEMIA to process ID Verification requests on a timely basis using the Mobile ID Services

EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, UPDATES, AND mID CREDENTIALS.

APPENDIX A



SERVICES

This Trusted Source Agreement enables IDEMIA's **Mobile ID Services** for End Users to more easily conduct government and commercial transactions. including:

____ Mobile Driver License (mDL): The Services permit access to IDEMIA's Software and Trust Framework to establish a mobile Driver License ("mDL") that requires identity verification before the mDL is rendered on the individual's mobile device.

____ Electronic Identity (eID). At the request or with the permission of an End-User, to establish an End-User's electronic credential on a Qualified Mobile Device for the purpose of authenticating an End-User's credential and verifying the End-User's identity.

The Services enable State to respond to incoming ID credential authentication requests initiated, or consented to by, End-Users. The Services will give Relying Parties the option of accepting IDEMIA's eID Credentials as a means for End-Users to engage in a variety of transactions such as log into websites and portals, filing tax returns, and conducting commercial transactions. With these Services in place, End-Users will have the ability to download a free IDEMIA "App" to their Qualified Mobile Devices that will empower them to create a highly-trusted eID Credential that they may use to securely transact with Relying Parties. The Services will also enable Relying Parties to help ensure that individuals interacting with them remotely are who they claim to be and therefore trusted to perform transactions.

A. Unless otherwise agreed between the parties, (i) IDEMIA shall deliver and install its Software on the State's System on a date that will be mutually agreed upon by the parties]; (ii) for the Software that is designed to be installed on Qualified Mobile Devices, IDEMIA will make the Software available for End-Users' to download and install via applicable delivery means for an "App" for the Qualified Mobile Device (i.e., iTunes for Apple brand mobile devices). At IDEMIA's discretion, issued eID Credentials may be re-registered or refreshed as necessary or appropriate to help ensure they maintain value and trustworthiness which may include submitting additional queries to re-authenticate credentials and re-verify an End-User's identity.

B. The Software is IDEMIA commercial off-the-shelf (COTS) software. The State's licensed use of the Software is governed by the terms of the Terms and Conditions for Mobile ID Software as a Service Agreement provided by IDEMIA along with the Software Documentation. End-Users' licensed use of the Software installed on their Qualified Mobile Devices is governed by the terms of the click-through or similarly deployed End User License Agreement provided with the Software.

C. The Services enable the Relying Party to accept an eID Credential from an End-User as a means of helping to verify the End-User's identity for purposes of carrying out one or more transactions between a Relying Party and the End-User on the Relying Party's website. The subscription-based Services are provided for the Term and there are no limits to the number or frequency of eID Credentials issued and used during the Term.

D. IDEMIA shall provide State with reasonable technical assistance concerning the following via telephone, e-mail or facsimile:

- (i) IDEMIA will determine if the problems the State is encountering are attributable to errors in the Software;



- (ii) IDEMIA will answer questions concerning installation of the Software in the form originally delivered and installed by IDEMIA; and
- (iii) IDEMIA will seek to resolve State's problems that occur during normal usage of the Software.

H. IDEMIA will use reasonable commercial efforts to remedy any programming error in the Software covered hereunder which is solely attributable to IDEMIA and prevents the Software from substantially conforming to IDEMIA's specifications for the Software. Such remedy may consist of correcting portions of the Software, or communication to State of a workaround which gives State the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by IDEMIA.

I. IDEMIA shall make Software Updates available to State, Relying Parties and End-Users in object code as the Updates become available for general release and to the extent such Updates apply to Software covered by this Agreement. IDEMIA delivers Updates (i) to the State by pushing the Updates via remote access to the State System on which the Software is installed, and (ii) to End-Users via applicable delivery means for the "App" for the Qualified Mobile Device. Failure or refusal on the part of the State or an End-User to promptly install an Update may prevent IDEMIA from being able to perform the Services and in such event IDEMIA shall be excused from any resulting failure in its performance of the Services.