

**ADDENDUM 2 TO THE  
STATE OF OKLAHOMA MASTER AGREEMENT  
DATED JUNE 14, 2019**

This Addendum 2 (“Addendum”) to the Master Agreement is entered into and made effective as of November 12, 2020, by and between Idemia Identity and Security USA LLC, 11951 Freedom Drive, Suite 1800 Reston, VA 20190 (“**Idemia**”), State of Oklahoma, by and through the Office of Management and Enterprise Services (“**State**”). Any terms not defined in this Addendum 2 shall have the meaning set forth in the Master Agreement.

**WHEREAS**, Idemia and State are parties to the Master Agreement effective June 14, 2019 (the “Agreement”) to provide mobile identification and verification software and services as more particularly described in the Agreement (the “Services”); and

**WHEREAS**, Section I.A. of the Agreement permits the parties to extend certain Services to Customers subject to the Parties amending the Agreement with an addendum; and

**WHEREAS**, the parties wish to establish the pricing model for Customers and permit such Customers to receive certain Idemia Services.

**WHEREAS**, the parties wish to expand the participation services offered by Idemia to State and Customers to include proofing and validation by relying parties, as further defined herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

**1. The parties hereby agree to extend the Agreement as follows:**

1.1 Each Customer is eligible to use the Services to i) verify an Individual’s identity and provision a State Agency credential in the mID (the “Credential Provisioning Service”), ii) authenticate the mID presented by an Individual online or in person to State Agency (“mID Verification Service”), and iii) proof and validate an Individual’s identity using Customer’s or a third party’s portal to capture the Individual’s credential and other information or data for verification (the “IPV Service”), (collectively, the “Participation Services”).

1.2 Each Customer issuing a Purchase Order as per Section V of the Master Agreement will receive Participation Services in accordance with the Agreement and Idemia standard terms for Relying Parties.

1.3 The Parties agree to the following pricing model applied collectively for all State Agencies:

**1.3.1 Identity Proofing and Mobile ID (mID Verification) Service Fees**

<b>User Tiers</b>	<b>Annual Fee per User</b>
<b>0-100,000</b>	<b>\$3.00</b>
<b>100,001 - 500,000</b>	<b>\$2.70</b>
<b>500,001 - 1,000,000</b>	<b>\$2.35</b>
<b>1,000,001 - 3,500,000</b>	<b>\$2.00</b>

<b>3,500,001 and above</b>	<b>\$1.60</b>
<b>The Annual Fee Includes 1 System of Record (SOR) for each User check per year</b>	
<b>Each additional SOR check - \$0.40</b>	
<b>One Time Setup Fee per Customer</b>	<b>\$25,000</b>
<b>Annual Support Fee* per Customer</b>	<b>\$15,000</b>

\* Annual Support Fee is variable based on any Customer requirements that deviate from IDEMIA’s standard Identity Verification as a Service.

- Pricing is an annual price per **active** user account.
- Unlimited identity verifications per user account covered by annual fee per user.
- User accounts are “pooled” across OK State government, allowing all agencies to benefit from lower pricing at high volume tier level.

### 1.3.2 Credential Provisioning Service for mID

<b>User Tiers</b>	<b>Per Credential Charge (Payable upon credential issuance and subsequent renewals)</b>
<b>0-10,000</b>	<b>\$5.00</b>
<b>10,001 - 50,000</b>	<b>\$3.00</b>
<b>50,001 - 100,000</b>	<b>\$2.00</b>
<b>100,001 and Above</b>	<b>\$1.50</b>
<b>The per Credential Charge includes 1 System of Record (SOR) check per year to generate the Credential</b>	
<b>Each additional SOR check - \$0.40</b>	
<b>One Time Setup Fee per Customer or Customer credential*</b>	<b>\$50,000</b>
<b>Annual Support Fee** per Customer</b>	<b>\$15,000</b>

\* Includes artwork, integration with agency/office data source, app incorporation (iOS and Android), testing, and reporting

\*\* Annual Support Fee is variable based on Customer requirements that deviate from IDEMIA’S standard mID Platform as a Service.

### 1.4. ADDITIONAL TERMS FOR PARTICIPATION SERVICES:

1.4.1. IDEMIA shall issue invoices on a monthly basis. Fees for identity verification services (ID&V or mID) will be invoiced as follows:

- Monthly invoice amounts will be 1/12<sup>th</sup> of the customer’s annual cost calculated on the total number of active user accounts projected by the customer for a 12 month period. Actual user

counts will be reviewed quarterly for tracking purposes. At the end of the twelve month period, if the actual number of active user accounts falls above or below the price tier anticipated, a final true-up invoice will be issued. Any excess payment after true-up will be provided to State in the form of a credit against future Services. IDEMIA retains the right to audit the number of billable user accounts.

Fees for digital credential issuance will be invoiced as follows:

- Monthly invoices will be issued for the actual number of digital credentials issued.

1.4.2 Payment terms for invoices are Net 45 days from the date of the invoice.

1.4.3 IDEMIA retains the right to change billing and invoicing policies on an annual basis. Any such change shall be by mutual agreement, which shall not be unreasonably withheld, and requires an addendum to the Master Agreement executed by both parties.

1.4.4 Customer wishing to use the Participation Services shall execute a Participation Agreement in the form substantially similar to Exhibit A.

2. The Participation Services provided to each Customer are subject to the terms and conditions of the Agreement, including the Contract Document thereto, applicable to the Participation Services.
3. This Addendum shall be construed and interpreted in accordance with the laws of the State of Oklahoma without giving effect to its principles of conflict of laws.
4. As amended by this Addendum, all provisions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum and the Agreement, this Addendum shall take precedence.

IN WITNESS WHEREOF, intending to be bound hereby, the parties hereto have caused their authorized representatives to subscribe their names hereunder, effective as of the Effective Date, regardless of the date actually signed.

IDEMIA IDENTITY & SECURITY USA LLC

STATE OF OKLAHOMA

By: Matthew Thompson  
Matthew Thompson (Nov 25, 2020 13:01 EST)  
Name: Matthew Thompson  
Title: Senior Vice President

By: Jerry Moore  
Name: Jerry Moore  
Title: CIO

EXHIBIT A  
PARTICIPATION FORM TEMPLATE

This Participation Agreement is made this \_\_\_\_ day of \_\_\_\_\_, (“Effective Date”) between the State of Oklahoma by and through the \_\_\_\_\_ (“Customer”) and Idemia Identity & Security USA LLC (“Vendor”) and is a Contract Document in connection with the contract resulting from Oklahoma Statewide Contract No. 1176 (“Contract”) between the State of Oklahoma by and through the Office of Management and Enterprise Services and Vendor, effective June 14, 2019, as amended. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in the Contract.

Customer by signing this Participation Form agrees to the terms, conditions and fees of the Contract for the following elected Participation Services (check all that apply):

- \_\_\_\_\_ Credential Issuing Services
- \_\_\_\_\_ mID Verification Services
- \_\_\_\_\_ IPV Identity Proofing and Verification Services

The parties shall mutually agree on the plan of implementation for each Participation Service.

**NOTE TO CUSTOMER:**

**CUSTOMER IS ADVISED TO CONSULT WITH ITS LEGAL COUNSEL REGARDING COMPLIANCE WITH ALL PRIVACY LAWS, ESPECIALLY PERTAINING TO THE CAPTURING, GATHERING, STORAGE AND/OR TRANSFERRING OF INDIVIDUALS’ PERSONALLY IDENTIFIABLE INFORMATION.**

**SIGNATURES**

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Participation Agreement and to bind their respective Party thereto.

**CUSTOMER:**

**VENDOR:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# EXECUTION VERSION SW1176 Idemia Addendum 2 Vendor

Final Audit Report

2020-11-25

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