

**FIRST AMENDMENT  
TO  
AGREEMENT FOR FINGERPRINT IDENTIFICATION EQUIPMENT AND  
SOFTWARE UPGRADE**

This First Amendment ("Amendment"), dated as of July 1, 2022, amends the Agreement for Fingerprint Identification Equipment and Software Upgrade ("Agreement") between County of Sonoma, a political subdivision of the State of California, and Gemalto Cogent, Inc., now called Thales DIS USA, Inc., which is a Delaware corporation (hereinafter "Contractor").

**RECITALS**

WHEREAS, County and Contractor entered into that certain Agreement, dated as of July 8, 2020, for fingerprint identification equipment and software upgrade; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the term for two years through June 30, 2024; and increase the not-to-exceed amount to \$1,557,011 for the full four-year term,

WHEREAS, County and Contractor mutually agree to make certain modifications to the original Agreement Statement of Work to incorporate a change order request to upgrade and improve the interface between the Sonoma County Jail Management System (JMS) and live scan, and upgrade the current CMS.3x Internet Explorer that is obsolete and no longer supported to the latest CMS.5 Microsoft Edge.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

As of the date of this First Amendment, the Original Agreement shall be amended in the following manner:

1. As of September 30, 2020, Gemalto Cogent, Inc. was merged with and into Thales DIS USA, Inc. and now is called Thales DIS USA, Inc.
2. Section 5. Payment is hereby deleted in its entirety and replaced with the following language:
  - a. For all deliverables provided hereunder, Contractor shall be paid in accordance with revised Exhibit B, Pricing Schedule, attached hereto and hereby incorporated into this Amendment by reference. Exhibit B includes a breakdown of costs used to derive the payment amount. Payments made under this Agreement shall not exceed \$1,557,011 (One million, five hundred fifty-seven thousand eleven dollars).
3. The General Terms and Conditions of Sale in any quote by Thales DIS USA, Inc. shall not apply to this Agreement.
4. Section 6. Term of Agreement is hereby deleted in its entirety and replaced with the

following language:

The term of this Agreement shall be from July 1, 2020 to June 30, 2024, unless terminated earlier in accordance with the provisions of Article 7 below.

5. The Statement of Work (SOW) as contained in the Agreement is hereby amended to include Change of Request 01, "Sonoma County JMS Interface" attached hereto and hereby incorporated into this Amendment by reference.
6. The Statement of Work (SOW) is hereby amended to include Scope of Work "Sonoma CMS5.x Upgrade from CMS 3.7" attached hereto and hereby incorporated into this Amendment by reference.
7. A new section entitled Section 18, Paragraph I, Statutory Compliance/Living Wage Ordinance shall be incorporated after Section 18, Paragraph i, to be read as follows:

Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.


8. Except to the extent the Agreement is specifically amended or supplemented by this Amendment and its attachments, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
9. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

**CONTRACTOR:**

**COUNTY OF SONOMA:**

By:   
Tony Lo Brutto  
Vice President,  
Thales DIS USA, Inc.

By: \_\_\_\_\_  
Mark Essick  
Sheriff-Coroner

Date: 04/13/2022

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By:   
County Counsel

Date: April 12, 2022

CERTIFICATES OF INSURANCE  
ON FILE:

By: 

Exhibit B				
Pricing schedule				
Sonoma County Refresh Pricing 4/08/2022				
		<u>LiveScan Systems and Web ID Refresh (Phase 1)</u>		
Livescan & Workstation Hardware Specified in SOW/BOM				\$357,756.25
Strategic Discount				(\$66,548.50)
Livescan Software CA DOJ Baseline				\$48,606.25
Labor and Services				\$109,486.25
Software Engineering - Sonoma Specific				
QA Testing				
Installation & Training				
Project Management				
Shipping				
Sub-total				\$449,300.25
Tax on Hardware 9%				\$26,208.70
Total with Tax				\$475,508.95
		<u>AFIS Sever Refresh and Virtulization (Phase 2)</u>		
AFIS Server Hardware - Specified in SOW/BOM				\$56,839.66
		PMAs, Production, DB, Backup		
AFIS Related Software				
		Oracle, Vmware, Veam, McAfee		
Labor and Services				\$353,027.26
		Software Engineering		
		QA Testing		
		Installation & Training		
		Project Management		
		Shipping		
Mobile ID				
Credence TWO-R Mobile Fingerprint Units (15)				\$24,750.00
Software (MDM)				\$19,890.00
Labor and Services				\$29,580.00
		Mobile System Configuration, Testing & Training		
Strategic Discount				(\$10,609.69)
Sub-total				\$520,000.01
Tax on Hardware 9%				\$7,343.07
Total with Tax				\$527,343.08
Total of Two Phases				\$1,002,852.03
		<u>JMS Interface &amp; CMS Upgrade (Phase 3)</u>		
JMS - Labor Pasadena Engineering (BO)				\$182,000
Tax				\$16,890
CMS - Labor Pasadena Engineering (BO)				\$279,000
Tax				\$25,891.20
Sub-total With Tax				\$503,781
10 % contingency fee on total project costs				\$50,378.08
Total with Tax				\$554,158.88
Total cost for four year Agreement				\$1,557,010.91

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Quote Number	00006329	Created Date	3/18/2022
Category Code	Biometrics Law Enforcement	Expiration Date	9/14/2022
Quote Name	2022 Sonoma CMS Upgrade CR		
Contact Name	Gary Lawson	Ship To Name	County of Sonoma
Bill To Name	County of Sonoma	Ship To	2796 Ventura Ave
Bill To	2796 Ventura Ave		Santa Rosa, CA 95403-2226
	Santa Rosa, CA 95403-2226		United States
	United States		

Product Code	Product	Quantity	Line Item Description	Sales Price	Total Price
75-0501-4468-4	Labor Pasadena Engineering (BO)	1.00	please refer to SOW CR document attached to Sales Quote for details of the work discription	USD 279,000.00	USD 279,000.00

Notes to the Customer	Total Price	USD 279,000.00
Prices do not include any Applicable taxes, taxes will be included at invoicing, for any tax exemption please forward related documentation	Shipping and Handling	USD 0.00
	Grand Total	USD 279,000.00

- **Payment Terms:** All payments for equipment and services will be made within 30 days following invoice submission.
- **Warranty:** CABIS and Livescan systems are delivered with a one-year hardware and software warranty. Software delivered shall be subject to licensing and agreement terms delivered with the software, use of the software constitutes acceptance of those terms.

Secure Credentials systems are delivered with a three-month software warranty and one-year hardware warranty.  
Access Control devices are delivered with a one-year warranty.  
Leased equipment is covered under leasing terms (except for intentional damage).

- This quote is subject to availability at the time of order entry. It is valid for ninety (90) days, after which this quote will expire. Please contact Thales for a new quotation. An estimated delivery date range will be provide for all non-budgetary quotes. Due to resourcing requirements and the nature of the identity management business the delivery estimates are subject to change.
- Accepted forms of payment are (1) Company Check, (2) ACH Electronic Check / Wire. Please remit to:

**(1) Company Check**  
Thales DIS USA, Inc  
Lockbox 8107  
P.O. Box 7247  
Philadelphia, PA 19170-8107  
USA

**(2) ACH Electronic Check / Wire Transfer**  
Citibank New York  
Account Number: 30876724  
ABA: 021000089  
SWIFT: CITIUS33

For quotes including RMS Interface line item SKUs:

- 75-0501-2063-5

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- 75-0501-2064-3
- 75-0501-2127-8
- 75-0501-2129-4

Cogent reserves the right to recall quoted prices for the above SKUs should a customer's particular interface requirements be deemed by Thales DIS USA, Inc. to be a "Non-Standard, RMS Interface." These unique interfaces vary in complexity and can impact final cost and delivery significantly. If you are affected, Thales will contact you to requote the interface using a time and material rate of \$250 per hour.

Created By Ahmad Khalafat  
Email ahmad.khalafat@thalesgroup.com

#### GENERAL TERMS AND CONDITIONS OF SALE Thales DIS USA, INC.

##### **GENERAL TERMS AND CONDITIONS OF SALE** **Thales DIS USA, Inc. (USA)**

- 1. APPLICABLE TERMS:** It is agreed that sales of products and/or services or licensing of software hereunder are made expressly conditioned upon the Terms and Conditions contained herein, and to the extent of any conflict these shall take precedence over any terms and conditions which may appear on your ("Buyer's") own Purchase Order, commercial or other documents, unless expressly accepted by the contracting Thales entity ("Seller") in writing. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of these terms is hereby objected to and expressly rejected. Buyer's placement of a Purchase Order, acceptance of and/or payment for the products, software or services offered by Seller shall constitute express acceptance of these Terms and Conditions, without modification. The Parties acknowledge and agree that Seller would not offer for sale the products or services or for license the software without acceptance of these Terms and Conditions by Buyer. Notwithstanding the foregoing, if there is a pre-existing contract between the parties that expressly governs transactions such as this between the parties, the conditions of such agreement shall apply.
- 2. PAYMENT TERMS:** All invoices are due and payable thirty (30) days from date of invoice in the manner set forth in Seller's quotation, provided that Buyer's creditworthiness is established in advance by Seller. If not so established, payment shall be made in advance. For any amounts payable to Seller that are unpaid after thirty (30) days from date of invoice, Seller may without prejudice to any other rights, either suspend delivery to Buyer, ship any future order only upon pre-payment, terminate the contract, and/or charge Buyer a finance charge of 1.5% per month on the unpaid balance (up to the maximum amount permitted by law). No payment due to Seller shall in any circumstances be offset against any sum owed by Seller to Buyer whether in respect to the present transaction or otherwise. No discount for early payment is authorized. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for reasonable cancellation charges. Seller shall retain a purchase money security interest in all products delivered hereunder until all associated invoices therefor are paid in full, and Buyer shall execute any documentation reasonably requested to enforce such security interest.
- 3. TAXES:** All prices are exclusive of any present or future sales, revenue, or excise taxes, customs or duties, or other tax applicable to the products or services covered by this order or the manufacture or sale thereof. Such taxes, when applicable, shall be added to the invoice and shall be paid by Buyer, unless Buyer provides Seller with the proper tax exemption certificates. Buyer shall indemnify, defend, and hold Seller harmless from any and all assessments levied by a proper taxing authority for any taxes applicable to the products or services sold hereunder, including any interest, penalties, or late charges due to Buyer's failure to pay such taxes in a timely manner.
- 4. DELIVERY TERMS:** Unless otherwise specified in Seller's quotation, all sales are made FCA (Incoterms 2020) from the Seller's shipping point. Risk of Loss shall pass to Buyer at point of shipment. Seller's liability for shipment and delivery ceases upon delivery of products in good condition to shipping company or common carrier designated by Buyer, or Buyer's representative or employee. Except as provided herein, Seller shall have no responsibility to store any products for Buyer except as may be required during manufacturing or processing. Products placed in segregated

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inventory at the request of Buyer shall be deemed to have been delivered to Buyer at the time such products are placed into segregated inventory whereupon Seller may charge to Buyer a reasonable storage fee and Buyer shall be responsible for any loss thereto, except for losses resulting from Seller's gross negligence. All stipulated delivery or shipment dates are estimates only. Seller reserves the right to make deliveries of products in installments, and any delay in delivery, or other default of any installment of any one or more products, shall not relieve Buyer of its obligation to accept and pay for the remaining deliveries. If delivery is delayed due to Buyer, Seller may store the Products at Buyer's risk and issue an invoice for the product as if it was delivered.

5. **CARD QUANTITIES:** Quantities specified in quotations are for uninterrupted production and one shipment to one destination, unless otherwise specified. Quantity variations of plus or minus 10% shall constitute an acceptable delivery and the excess or deficiency shall be billed proportionally.

6. **INSPECTION AND ACCEPTANCE:** Buyer shall inspect and accept or reject products within ten (10) days from delivery thereof. If Buyer fails to notify Seller in writing of its rejections and the reasons therefore within such time period, the Buyer will be deemed to have accepted such shipment and waived any right to later reject the products.

7. **CANCELLATIONS, RETURNS AND CHANGES:** Orders may not be cancelled, suspended, changed or returned without written consent of Seller. Products cannot be returned except pursuant to Section 9 (Warranties). If, after an order is accepted by Seller, Buyer requests changes to delivery location/term, specification, or quantity, and such changes are accepted by Seller, Seller shall prepare a quotation. If accepted by Buyer, the order shall be amended. Cancellation fees will apply pursuant to the terms set forth in Thales's terms and conditions stated in the offer provided. In the event Buyer has a signed agreement with us, the terms of that agreement shall have precedence over the terms herein.

8. **CARD ART, PROOFS AND COLOR MATCH:** (a) Art Work: Prices for custom-manufactured cards are based on camera-ready art available from Buyer. Artwork developed by Seller at Buyer's request will be charged at current rates. Art and designs created by Seller shall remain Seller's exclusive property, including electronic media, negatives, positives and printing plates (to be disposed of at Seller's convenience in a secure manner); (b) Proofs: Only four-color process designs require press proofs and Buyer approval before production run. All proofs requested will be quoted separately; (c) Color Match: Colors will be matched within reasonable commercial variations.

9. **WARRANTIES:** (a) Warranties. Seller warrants that at the time of delivery the products furnished hereunder will, under normal and proper use, be free from defects in material and workmanship and conform to Seller's applicable standard written specifications for a period of one (1) year from delivery. Any software licensed hereunder, subject to Section 13, shall meet Seller's specifications for a period of ninety (90) days from date of delivery. Seller warrants the services provided to Buyer shall be done in accordance with generally accepted industry standards. Buyer's only remedy and Seller's sole obligation under this Section is limited to, at Seller's option, replacing or repairing any products or software, re-performing the service or, refunding the amounts paid by Buyer for the product, software or service that does not meet the warranties set forth in this Section 9. The foregoing obligations only apply when (i) written notice of non-conformance is received before the expiration of the warranty period and no later than thirty (30) days after

Buyer knows or should know of such defect; (ii) in the case of products and after Seller's authorization in accordance with Seller's RMA (Return Merchandise Authorization) process, if applicable, such products are returned to Seller's original shipping point, freight charges prepaid; and (iii) after Seller has confirmed the non-conformance. Any repair or replacement shall not extend the period within which such warranty can be asserted. (b) Exclusions. The relevant warranty shall not apply to products or software which have been subjected to operating and/or environmental conditions in excess of the maximum values therefore in the applicable specifications or otherwise have been subjected to post-processing (except as provided herein), misuse, tampering, neglect, improper installation, abnormal stress, repair, modification, alteration, or damage. Seller is not responsible for defects or non-conformance to Seller's specifications if product is produced according to Buyer's specifications or approved proofs, colors, or test cards. Seller does not and shall not warrant that the products or software will be free from errors or resistant to all possible efforts to defeat or disable its functions, including its security mechanisms, and shall not incur, and disclaims, any liability in these respects. The software warranty is only valid for products in which the software used have been supplied or approved by Seller and neither the software nor hardware has been modified in any way. Seller is not liable and expressly disclaims all liability for Replacement Costs and Expenses (means costs and expenses incurred by a replacement of products and relating to but not limited to the removal of a defective

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product, customer support, calling center, channel support, products return (i.e., return of the product on a standalone basis, the vehicles or product, device, system into which the product is installed), workmanship to remove and reinstall the product, shipping and handling, scrapping). Seller does not and shall not warrant that the products will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. Even if each product is compliant with current security standards in force on the date of their design, the Buyer acknowledges that the resistance of the security mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of new attacks. Under no circumstances, shall Seller be held liable for any third party actions or claims and, in particular, in case of any successful attack against systems, equipment or any other third party product incorporating the products. THIS WARRANTY MAY BE ASSERTED BY BUYER ONLY, NOT BY BUYER'S CUSTOMERS OR USERS OF THE BUYER'S PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND NON-INFRINGEMENT, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART.

10. LIMITATION OF LIABILITY: Buyer's exclusive remedy and Seller's total liability for any and all losses and damages from any cause whatsoever arising from or related to or arising out of the products, software, service and these Terms and Conditions (whether such cause be based in contract, negligence strict liability, tort, indemnity, warranty or otherwise) shall in no event exceed the lesser of (i) purchase price paid under the order that gave rise to the claim and (ii) total price actually paid to Seller during the six months prior to the claim for damages for the product, software or service that is the basis of the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE. Buyer acknowledges that using or selling products or software in devices or systems, or use of Seller's service in connection therewith, where malfunction may result in personal injury, death, damage to property or the environment is at Buyer's own risk and agrees to indemnify and hold Seller harmless from all loss, expense and damages (including reasonable attorney's fees) which may be incurred by Seller as a result of any claims or actions resulting from damages caused by the use of the products, software or services in or with such devices or systems by Buyer or any party to whom the Buyer has directly or indirectly supplied Seller's product, software or service.

11. FORCE MAJEURE: Neither Party shall be liable or responsible for any failure or any delay to fulfill any of its obligation hereunder, nor be deemed to have defaulted under or breached this Terms and Conditions, for any failure or delay in fulfilling or performing any term of this Terms and Conditions (except for any obligations to make payments to the other Party under this Terms and Conditions) for the duration of such Force Majeure Event and for 90 days thereafter, when and to the extent such failure or delay is caused by or results from a Force Majeure Event. The Party experiencing a Force Majeure event shall promptly notify the other Party of the inability to perform its obligations under this Terms and Conditions resulting from Force Majeure ("Force Majeure Declaration"). If as a result of Force Majeure, the performance by either Party of its obligations under this Terms and Conditions is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure. If Force Majeure continues for a period of more than ninety (90) consecutive calendar days from the date of the Force Majeure Declaration and has prevented either of the Parties from performing its obligations in whole or in part during that period, then the other Party shall be entitled to terminate the Terms and Conditions either in whole or in part forthwith by written notice to said Party. The notice to terminate must specify the termination date, which must be not less than thirty (30) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Terms and Conditions will terminate on the termination date set out in the notice. Each Party shall bear its own costs incurred by the Force Majeure. "Force Majeure" means acts beyond the affected Party's reasonable control, including, without limitation: acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, border or customs closure; nuclear, chemical or biological contamination or sonic boom; epidemic or pandemic; voluntary or mandatory compliance with any law (including a failure to grant any license or consent needed or any change in the law or interpretation of the law); explosion or accidental damage; extreme adverse weather conditions, sonic boom and meteor shower; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labor dispute, including but not limited to strikes, industrial action or lockouts; nonperformance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service, including but not limited to electric power, gas or water.

12. INDEMNITY: Buyer shall hold Seller harmless against any expense or loss resulting from infringement of any patent arising from compliance

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with Buyer's designs, specification or instructions. Except as provided in the preceding sentence, subject to the limitations in Section 10 and pursuant to the terms and conditions of this Section 12, Seller shall indemnify Buyer for a claim that any product (or part thereof) manufactured by Seller and furnished under these Terms and Condition constitutes a direct infringement of any United

States patent, provided Seller is promptly notified in writing and given authority, information and assistance (at Seller's expense) for the settlement of defense of same. Seller shall have no obligation for indemnification where such claim is based upon (a) any use of the product not in accordance with these Terms and Conditions, (b) any modification of the product by any person other than Seller,

(c) use of the product in combination with product, business process, software, data or equipment if the infringement was caused by such use or combination, regardless of whether or not the product or elements of the product are a material part of the infringement,

(d) any content and/or materials introduced or made available in or through the product by Buyer, Buyer's client(s), end users, and/or any third parties, (e) damages attributable to the value of the use of a non-Seller product, service, data or business process, (f) the infringement of any method or process in which any product may be used but not covering the products when used alone, (g) the use of the product other than as permitted in the related documentation or Section 9 or (h) use of the product(s) during any time period after Seller has notified Buyer to discontinue use of the same. Subject to Sections 10 and 12, Seller shall pay the damages and costs awarded against Buyer, or agreed upon in such settlement therein, for which Seller has an indemnification obligation under this

Section 12. Seller may (at its option and expense) take one of the following actions: (i) procure for Buyer the right to continue using said product or part, or (ii) furnish a non-infringing product, or (iii) modify the product so it becomes non-infringing, or (iv) refund the purchase price and transportation cost thereof upon return authorized by Seller. For the purpose of this Section 12, "product" includes product and/or software. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR PATENT INFRINGEMENT BY SAID PRODUCTS OR ANY PART THEREOF.

13. SOFTWARE: All software (whether in source or object code) transferred to Buyer is hereunder considered by Seller to be an unpublished work and is protected under the copyright laws of the United States. Buyer agrees that ownership of all copyright and other intellectual property rights of whatever nature that subsist or may subsist in any Seller-created software (whether in source or object code), specifications, drawings, plans, designs, flowcharts, and technical documents and Information supplied by Seller to

Buyer are and shall be held exclusively by Seller. Buyer agrees to keep confidential and not to modify or make any copy of any such software, specifications, drawings, plans, designs, flowcharts and technical documents and information except as expressly approved in writing by Seller. Buyer is granted a limited non-exclusive, non-sub licensable, non-transferable license to use any software, supplied with or incorporated in the products, only on such products or, if software is provided separately, to use pursuant to Seller instruction for providing goods or services to Buyer's end users. Buyer further agrees not to reverse compile or reverse engineer the software. Buyer retains its intellectual property rights to any supplied information, specifications, plans, designs, flowcharts and technical information provided by Buyer to Seller. All other rights are reserved to Seller.

14. GOVERNMENT END-USERS: If any products or software is acquired by or on behalf of a unit, department, agency or other entity of the U.S. Government (the "Government"), this provision applies. . If a user of a product is Government entity, the use, duplication, reproduction, release, modification, disclosure, or transfer of such product, or of any related documentation of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212, Defense Federal Acquisition

Regulation Supplement ("DFARS") 227.7202, subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-

19, as applicable. Any software licensed or otherwise provided hereunder (i) was developed at private expense and no part of it was developed with Government funds; (ii) is a trade secret of Seller for all purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization as provided in the contract between the vendor and the governmental entity; and (iv) in all respects is proprietary data belonging solely to Seller. When regulations of the Department of Defense (DOD) are applicable, this software is sold only with "Restricted Rights" as that term is defined in the DOD Supplement to the Federal Acquisition Regulations, 52.227-7013. Use, duplication or disclosure is subject to restrictions of the Rights In Technical Data and Computer Software clause at 52.227-7013 Manufacturer: Thales DIS USA, Inc. If this software was acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any Insignia or lettering from the software that is provided or from producing copies of manuals or disks (except one hard disk copy and one backup or archival copy) and (i) title to and ownership of the software and related documentation and any reproductions thereof shall remain with Seller; (ii) use of this software and related documentation shall be limited to the facility for which it is acquired; and (iii) if use of the software is discontinued at the Installation specified in the

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purchase/delivery order and the Government desires to use it at another location it may do so by giving prior notice to Seller, specifying the type of computer and new locations site.

15. **GOVERNING LAW:** The validity, performance, and construction of this Agreement shall be governed by the laws of the State of New York. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

16. **MODIFICATIONS:** These Terms and Conditions constitute the entire agreement between the parties relating to the sale of the products, software or services described in a quotation, and no addition to or modification of any provision herein, shall be binding upon Seller unless made in writing and signed by a duly authorized officer of Seller. Buyer has not relied on any representations, oral or written, except as are made in or expressly referenced by this document or Seller's quotation.

17. **DISPUTES RESOLUTION:** Any dispute, controversy or claim between the Parties arising out of or in connection with the existence, validity, construction, performance and/or termination of the Proposal and/or the Contract, which the Parties are unable to settle amicably shall be submitted to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) calendar days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute shall be finally settled by the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with said Rules. The place of Arbitration shall be New York, USA. The arbitral proceedings shall be conducted in the English language, its conclusions shall be final and binding. The arbitration award will be in writing and will specify the factual and legal basis for the award. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of that Party pending the appointment of the arbitrator(s).

18. **EXPORT LAW:** Regardless of any disclosure by Buyer to Seller of the contemplated destination of the products; Buyer shall not export, directly or indirectly, any product acquired hereunder (or the direct product of any software product) without first obtaining an export license from the US Department of Commerce or other agency of the US Government as required.

19. **TEST PRODUCTS:** The provisions of Sections 8, 9, 12, and do not apply for Test Products purchased from Thales. Test cards, and the related software used with the test cards, (collectively, "Test Products") are provided "as is, with all faults". THALES DISCLAIMS ALL LIABILITY FOR TEST PRODUCTS. Test Products are not intended for commercial use, only internal test environments.

## 20. TERMINATION

20.1 Thales may terminate the Purchase Order and/or its obligations hereunder at any time upon:

- Default by Buyer in the payment of any amount due to Thales hereunder;
- Buyer's failure to pay any debt to Thales;
- Buyer's bankruptcy, insolvency or receivership;
- Breach by the Buyer of the Article 21 "Anticorruption and influence peddling";
- Any material default by the Buyer under the Purchase Order not cured within fifteen (15) days of the date Thales notifies Buyer of such default.

20.2 The licenses granted under this Contract shall terminate immediately upon the termination of this Purchase Order.

20.3 The Purchase Order shall be firm and binding and may not be cancelled by Buyer except with and upon Thales' prior written consent.

## 21. DATA PROTECTION (as may be applicable)

21.1 The parties shall comply with their respective obligations under data protection regulations (including the European Regulation 2016/679 relating to the processing of Personal data (GDPR)) that apply in the context of the performance of this Purchase Order.

With respect to the personal data made available by the Buyer to Thales under the Purchase Order, the Buyer shall act as a data controller and Thales shall process personal data only on behalf of the Buyer. Acting as data processor, Thales shall be processing the Buyer personal data according to the Buyer documented instructions as further described in the orders and for no other purposes than the ones

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expressly defined and approved by the Buyer, unless required to do so by European Union or Member State law to which Thales is subject. In such a case, Thales shall inform the Buyer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Thales shall ensure that it has in place appropriate technical and organizational measures designed to ensure an appropriate level of security of the Buyer personal data in accordance with article 32 of the GDPR.

If relevant, the Parties mutually agree on a form describing the processing activities under the template provided by Thales.

In addition, Thales shall:

- ensure that persons authorized to carry out processing of Buyer personal data are committed to confidentiality obligations and commit to have its sub-processors comply with the same obligations as the one defined hereunder;
- assist Buyer, at Buyer's costs, by appropriate technical and organizational measures, insofar as this is possible, taking into account the nature of the processing activities, for the fulfillment of Buyer's obligations to respond to requests for exercising the data subjects' rights laid down in the applicable data protection legislation;
- immediately inform Buyer in writing if it believes that Buyer's instructions with respect to the processing of Buyer personal data infringes any applicable data protection legislation;
- make available to Buyer, at Buyer's costs, all information necessary to demonstrate compliance with the obligations set out in article 28 of the GDPR and, upon two (2) weeks prior advance notice to Thales, allow for and contribute to audits, including inspections, conducted by Thales or another auditor mandated by Buyer;
- taking into account the nature of the processing activities and the information available to Thales, assist Buyer, at Buyer's costs, in ensuring compliance with the obligations as set out in articles 32 to 36 of the GDPR;
- at the end of the Purchase Order, Thales shall, at the choice of Buyer, delete or return to Buyer all Buyer personal data and destroy existing copies unless otherwise required by applicable laws;
- not transfer Buyer personal data out of the European Economic Area without Buyer prior express consent; and notify Buyer without undue delay after becoming aware of a personal data breach.

Buyer hereby gives a general authorization to Thales to share Buyer personal data with sub-processors, it being understood that Thales shall inform Buyer of any changes of sub-processors, thereby giving Buyer the opportunity to object to such changes in writing, for legitimate reasons and within thirty (30) calendar days following receipt of Thales' notice. Thales shall remain fully liable to Buyer for the performance of the sub-processors' obligations.

21.2 Retention period: Pursuant to the Personal Data Protection Program, from the date of delivery of the Files (input and output files) to Buyer via the Allynis Connect highly secure data exchange solution, Thales retains the input files for a period of four (4) months and the output file for a period of seven (7) months (collectively referred as the 'Thales Retention Period'). The retention of the Files is subject to the Retention Terms and Principle available on Thales web site: <https://www.Thales.com/companyinfo/privacy-policy> (The 'Retention Terms'). The Retention Terms are incorporated by reference into these General Sales Terms and Conditions and above URL link provides specific, direct instructions on how to access the Retention Terms on the website [www.Thales.com](http://www.Thales.com). The Retention Terms are subject to change, and the Retention Terms in effect at the time of each new order or delivery shall be those on the above identified website at the time of such order or delivery.

## 22. ANTICORRUPTION AND INFLUENCE PEDDLING

Buyer represents that it shall comply with applicable national and foreign laws and regulations related to the prevention of risks of corruption and influence peddling. Whether directly or through third parties, Buyer shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. Buyer shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. Buyer declares to have implemented a compliance program that meets the requirements of applicable laws, insofar as the Buyer is subject to this requirement. Thales reserves the right to perform an integrity assessment of all third parties with whom Thales intends to enter into or to continue a business relationship with. In the event that the due diligence performed by Thales on this basis is not satisfactory, Thales shall, without incurring payment of damages or indemnity to Buyer, be entitled to unilaterally terminate this Purchase Order. This termination shall be effective immediately upon

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written notice to Buyer and shall be without prejudice to any other remedies that may be available to Thales under applicable law. Any violation by the Buyer of this Article shall be deemed a material breach, entitling Thales either to suspend the Purchase Order performance as long as the breach is not satisfactorily remedied, or to terminate the Purchase Order immediately and without prejudice to any other remedy for which it may be entitled under contractual and/or legal provisions.

**End of Terms and Conditions**

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# THALES

## Scope of Work – Sonoma CMS 5.x upgrade from CMS 3.7

- Upgrade the existing CMS 3.x to the latest CMS 5.x (no customization)
- CMS 5.x integration with the existing LS 5 and CABIS 6.x
  - Test environment
  - Production environment
- CMS 5.x configuration for Sonoma County
  - Adding Live scan TOT field to CMS interface
  - There will be no changes to LS existing software version
- CMS 5.x features for Sonoma County
  - Line up Management (Query-based)
  - Mug book management (Query-based)
  - Booking via CMS
  - Face search Management
- CMS Supported TOT's
  - FER and FON both for CRM TOT's for Facial Search
- CMS 5.x installation on the following LS workstations only.

	Machine Name	LSID
1.	MADF Primary Booking	R88
2.	MADF Secondary Booking	NF4
3.	MADF BPR	R76
4.	NCDF	R77
5.	Coroner (Decedent Scan)	NG4
6.	Juvenile Probation	R79
7.	Probation Court	R80

- Customer will provide VPN/remote access to the backend and the above LS machines for the CMS 5.x installation.
- There will be no other hardware and software changes to the system.
- No integration with Active-Directory
- No Facial Recognition and only demographic information

### **Risk:**

There will be a defined number of hours of downtime during the CMS 5.x upgrade. The downtime period will be planned during the workshops and specifications phase.



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Quote Number	00006324	Created Date	3/16/2022
Category Code	Livescan Solutions	Expiration Date	9/12/2022
Quote Name	2022 Sonoma County Sheriff's Office LS JMS		
Contact Name	Gary Lawson	Ship To Name	County of Sonoma
Bill To Name	County of Sonoma	Ship To	2796 Ventura Ave, Santa Rosa, CA 95404
Bill To	2796 Ventura Ave, Santa Rosa, CA 95404		Santa Rosa, CA 95403-2226
	Santa Rosa, CA 95403-2226		United States
	United States		

**QUOTATION**

Quantity	Product Code	Product	Sales Price	Total Price
1.00	75-0501-4468-4	Labor Pasadena Engineering (BO)	USD 182,000.00	USD 182,000.00

Notes to the Customer	Price does not include taxes. Any applicable taxes will be included in the invoice, for any Tax exemptions please forward relevant documentation	Subtotal	USD 182,000.00
		Grand Total	USD 182,000.00

Terms:	Net 30 days
Transportation Terms:	FCA – Manufacturing Site
Freight Payment:	Prepay & Add. Thales to prepay and bill to customer(EST)
Manufacturing Lead Time:	Estimated 30-45 business days(varies based on quantity ordered)
Shipping Lead Time:	Estimate 7-10 days (if need sooner, please advise)
Warranty:	One year return-to-depot included with purchase
Country of Origin:	TBD

**Conditions of This Sale:**

**The CR5400 cannot be sold into the US K-12 school market.**

- Pricing is based on supplying the designated item(s) shown. Any changes in quantities or item descriptions will require new pricing.
- The information furnished in this Quotation shall not be disclosed, duplicated or used, in whole or in part, for any purpose other than to evaluate the Quotation, without written consent from Thales DIS USA.
- The prices quoted exclude any shipping costs, applicable taxes and duties, including local sales taxes. Thales reserves the right to revise this Quotation in the event that any of the terms and conditions set forth are varied.
- Customer Purchase Order or customer terms and conditions DO NOT over-ride the THALES DIS USA Terms and Conditions herein.
- Additional THALES DIS USA Terms and Conditions of Sale are attached.



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### Information for PO:

- If your company is a Re-seller or are tax exempt, please provide your corporate Tax Exempt Certificate(s) showing the taxing entity does not requires taxes to be paid.
- 'Ship To', 'Bill To', Deliver to Contact Name and Phone Number
- Acknowledgement of shipping and handling to be added to Invoice at time of shipment and/or charge freight collect against customer's account (provide account #)

Accepted forms of payment are (1) Company Check, or (2) ACH Electronic Check/Wire. Please remit to:

US Lockbox Remittance address  
Thales DIS USA, Inc.  
Lockbox 8107  
P.O. Box 7247  
Philadelphia, PA 19170-8107

Regular Mail/Overnight address  
Thales DIS USA, Inc.  
c/o Citibank  
400 White Clay Center Drive  
Newark, DE 19711

US Domestic Wires or ACH Payments  
Citibank New York  
399 Park Avenue  
New York, NY 10043  
ABA #: 021000089  
Acct #: 30876724

US International Wires  
Citibank New York  
399 Park Avenue  
New York, NY 10043  
ABA #: 021000089  
Acct #: 30876724  
Swift #: CITIUS33

Respectfully,

Prepared By Ahmad Khalafat  
Email ahmad.khalafat@thalesgroup.com

### GENERAL TERMS AND CONDITIONS OF SALE Thales DIS USA, INC.

#### GENERAL TERMS AND CONDITIONS OF SALE Thales DIS USA, Inc. (USA)

1. **APPLICABLE TERMS:** It is agreed that sales of products and/or services or licensing of software hereunder are made expressly conditioned upon the Terms and Conditions contained herein, and to the extent of any conflict these shall take precedence over any terms and conditions which may appear on your ("Buyer's") own Purchase Order, commercial or other documents, unless expressly accepted by the contracting Thales entity ("Seller") in writing. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of these terms is hereby objected to and expressly rejected. Buyer's placement of a Purchase Order, acceptance of and/or payment for the products, software or services offered by Seller shall constitute express acceptance of these Terms and Conditions, without modification. The Parties acknowledge and agree that Seller would not offer for sale the products or services or for license the software without acceptance of these Terms and Conditions by Buyer. Notwithstanding the foregoing, if there is a pre-existing contract between the parties that expressly governs transactions such as this between the parties, the conditions of such agreement shall apply.

2. **PAYMENT TERMS:** All invoices are due and payable thirty (30) days from date of invoice in the manner set forth in Seller's quotation, provided that Buyer's creditworthiness is established in advance by Seller. If not so established, payment shall be made in advance. For any amounts payable to Seller that are unpaid after thirty (30) days from date of invoice, Seller may without prejudice to any other rights, either suspend delivery to Buyer, ship any future order only upon pre-payment, terminate the contract, and/or charge Buyer a finance charge of 1.5% per month on the unpaid balance (up to the maximum amount permitted by law). No payment due to Seller shall in any circumstances be offset against any sum owed by Seller to Buyer whether in respect to the present transaction or otherwise. No discount for early payment is authorized. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for reasonable cancellation charges. Seller shall retain a purchase money security interest in all





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products delivered hereunder until all associated invoices therefor are paid in full, and Buyer shall execute any documentation reasonably requested to enforce such security interest.

3. TAXES: All prices are exclusive of any present or future sales, revenue, or excise taxes, customs or duties, or other tax applicable to the products or services covered by this order or the manufacture or sale thereof. Such taxes, when applicable, shall be added to the invoice and shall be paid by Buyer, unless Buyer provides Seller with the proper tax exemption certificates. Buyer shall indemnify, defend, and hold Seller harmless from any and all assessments levied by a proper taxing authority for any taxes applicable to the products or services sold hereunder, including any interest, penalties, or late charges due to Buyer's failure to pay such taxes in a timely manner.

4. DELIVERY TERMS: Unless otherwise specified in Seller's quotation, all sales are made FCA (Incoterms 2020) from the Seller's shipping point. Risk of Loss shall pass to Buyer at point of shipment. Seller's liability for shipment and delivery ceases upon delivery of products in good condition to shipping company or common carrier designated by Buyer, or Buyer's representative or employee. Except as provided herein, Seller shall have no responsibility to store any products for Buyer except as may be required during manufacturing or processing. Products placed in segregated inventory at the request of Buyer shall be deemed to have been delivered to Buyer at the time such products are placed into segregated inventory whereupon Seller may charge to Buyer a reasonable storage fee and Buyer shall be responsible for any loss thereto, except for losses resulting from Seller's gross negligence. All stipulated delivery or shipment dates are estimates only. Seller reserves the right to make deliveries of products in installments, and any delay in delivery, or other default of any installment of any one or more products, shall not relieve Buyer of its obligation to accept and pay for the remaining deliveries. If delivery is delayed due to Buyer, Seller may store the Products at Buyer's risk and issue an invoice for the product as if it was delivered.

5. CARD QUANTITIES: Quantities specified in quotations are for uninterrupted production and one shipment to one destination, unless otherwise specified. Quantity variations of plus or minus 10% shall constitute an acceptable delivery and the excess or deficiency shall be billed proportionally.

6. INSPECTION AND ACCEPTANCE: Buyer shall inspect and accept or reject products within ten (10) days from delivery thereof. If Buyer fails to notify Seller in writing of its rejections and the reasons therefore within such time period, the Buyer will be deemed to have accepted such shipment and waived any right to later reject the products.

7. CANCELLATIONS, RETURNS AND CHANGES: Orders may not be cancelled, suspended, changed or returned without written consent of Seller. Products cannot be returned except pursuant to Section 9 (Warranties). If, after an order is accepted by Seller, Buyer requests changes to delivery location/term, specification, or quantity, and such changes are accepted by Seller, Seller shall prepare a quotation. If accepted by Buyer, the order shall be amended. Cancellation fees will apply pursuant to the terms set forth in Thales's terms and conditions stated in the offer provided. In the event Buyer has a signed agreement with us, the terms of that agreement shall have precedence over the terms herein.

8. CARD ART, PROOFS AND COLOR MATCH: (a) Art Work: Prices for custom-manufactured cards are based on camera-ready art available from Buyer. Artwork developed by Seller at Buyer's request will be charged at current rates. Art and designs created by Seller shall remain Seller's exclusive property, including electronic media, negatives, positives and printing plates (to be disposed of at Seller's convenience in a secure manner); (b) Proofs: Only four-color process designs require press proofs and Buyer approval before production run. All proofs requested will be quoted separately; (c) Color Match: Colors will be matched within reasonable commercial variations.

9. WARRANTIES: (a) Warranties. Seller warrants that at the time of delivery the products furnished hereunder will, under normal and proper use, be free from defects in material and workmanship and conform to Seller's applicable standard written specifications for a period of one (1) year from delivery. Any software licensed hereunder, subject to Section 13, shall meet Seller's specifications for a period of ninety (90) days from date of delivery. Seller warrants the services provided to Buyer shall be done in accordance with generally accepted industry standards. Buyer's only remedy and Seller's sole obligation under this Section is limited to, at Seller's option, replacing or repairing any products or software, re-performing the service or, refunding the amounts paid by Buyer for the product, software or service that does not meet the warranties set forth in this Section 9. The foregoing obligations only apply when (i) written notice of non-conformance is received before the expiration of the warranty period and no later than thirty (30) days after

Buyer knows or should know of such defect; (ii) in the case of products and after Seller's authorization in accordance with Seller's RMA (Return Merchandise Authorization) process, if applicable, such products are returned to Seller's original shipping point, freight charges



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prepaid: and (iii) after Seller has confirmed the non-conformance. Any repair or replacement shall not extend the period within which such warranty can be asserted. (b) Exclusions. The relevant warranty shall not apply to products or software which have been subjected to operating and/or environmental conditions in excess of the maximum values therefore in the applicable specifications or otherwise have been subjected to post-processing (except as provided herein), misuse, tampering, neglect, improper installation, abnormal stress, repair, modification, alteration, or damage. Seller is not responsible for defects or non-conformance to Seller's specifications if product is produced according to Buyer's specifications or approved proofs, colors, or test cards. Seller does not and shall not warrant that the products or software will be free from errors or resistant to all possible efforts to defeat or disable its functions, including its security mechanisms, and shall not incur, and disclaims, any liability in these respects. The software warranty is only valid for products in which the software used have been supplied or approved by Seller and neither the software nor hardware has been modified in any way. Seller is not liable and expressly disclaims all liability for Replacement Costs and Expenses (means costs and expenses incurred by a replacement of products and relating to but not limited to the removal of a defective product, customer support, calling center, channel support, products return (i.e., return of the product on a standalone basis, the vehicles or product, device, system into which the product is installed), workmanship to remove and reinstall the product, shipping and handling, scrapping). Seller does not and shall not warrant that the products will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. Even if each product is compliant with current security standards in force on the date of their design, the Buyer acknowledges that the resistance of the security mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of new attacks. Under no circumstances, shall Seller be held liable for any third party actions or claims and, in particular, in case of any successful attack against systems, equipment or any other third party product incorporating the products. THIS WARRANTY MAY BE ASSERTED BY BUYER ONLY, NOT BY BUYER'S CUSTOMERS OR USERS OF THE BUYER'S PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND NON-INFRINGEMENT, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART.

10. LIMITATION OF LIABILITY: Buyer's exclusive remedy and Seller's total liability for any and all losses and damages from any cause whatsoever arising from or related to or arising out of the products, software, service and these Terms and Conditions (whether such cause be based in contract, negligence strict liability, tort, indemnity, warranty or otherwise) shall in no event exceed the lesser of (i) purchase price paid under the order that gave rise to the claim and (ii) total price actually paid to Seller during the six months prior to the claim for damages for the product, software or service that is the basis of the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE. Buyer acknowledges that using or selling products or software in devices or systems, or use of Seller's service in connection therewith, where malfunction may result in personal injury, death, damage to property or the environment is at Buyer's own risk and agrees to indemnify and hold Seller harmless from all loss, expense and damages (including reasonable attorney's fees) which may be incurred by Seller as a result of any claims or actions resulting from damages caused by the use of the products, software or services in or with such devices or systems by Buyer or any party to whom the Buyer has directly or indirectly supplied Seller's product, software or service.

11. FORCE MAJEURE: Neither Party shall be liable or responsible for any failure or any delay to fulfill any of its obligation hereunder, nor be deemed to have defaulted under or breached this Terms and Conditions, for any failure or delay in fulfilling or performing any term of this Terms and Conditions (except for any obligations to make payments to the other Party under this Terms and Conditions) for the duration of such Force Majeure Event and for 90 days thereafter, when and to the extent such failure or delay is caused by or results from a Force Majeure Event. The Party experiencing a Force Majeure event shall promptly notify the other Party of the inability to perform its obligations under this Terms and Conditions resulting from Force Majeure ("Force Majeure Declaration"). If as a result of Force Majeure, the performance by either Party of its obligations under this Terms and Conditions is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure. If Force Majeure continues for a period of more than ninety (90) consecutive calendar days from the date of the Force Majeure Declaration and has prevented either of the Parties from performing its obligations in whole or in part during that period, then the other Party shall be entitled to terminate the Terms and Conditions either in whole or in part forthwith by written notice to said Party. The notice to terminate must specify the termination date, which must be not less than thirty (30) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Terms and Conditions will terminate on the termination date set out in the notice. Each Party shall bear its own costs incurred by the Force Majeure. "Force Majeure" means acts beyond the affected Party's reasonable control, including, without limitation: acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed



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conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, border or customs closure; nuclear, chemical or biological contamination or sonic boom; epidemic or pandemic; voluntary or mandatory compliance with any law (including a failure to grant any license or consent needed or any change in the law or interpretation of the law); explosion or accidental damage; extreme adverse weather conditions, sonic boom and meteor shower; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labor dispute, including but not limited to strikes, industrial action or lockouts; nonperformance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service, including but not limited to electric power, gas or water.

12. INDEMNITY: Buyer shall hold Seller harmless against any expense or loss resulting from infringement of any patent arising from compliance with Buyer's designs, specification or instructions. Except as provided in the preceding sentence, subject to the limitations in Section 10 and pursuant to the terms and conditions of this Section 12, Seller shall indemnify Buyer for a claim that any product (or part thereof) manufactured by Seller and furnished under these Terms and Condition constitutes a direct infringement of any United States patent, provided Seller is promptly notified in writing and given authority, information and assistance (at Seller's expense) for the settlement of defense of same. Seller shall have no obligation for indemnification where such claim is based upon (a) any use of the product not in accordance with these Terms and Conditions, (b) any modification of the product by any person other than Seller, (c) use of the product in combination with product, business process, software, data or equipment if the infringement was caused by such use or combination, regardless of whether or not the product or elements of the product are a material part of the infringement, (d) any content and/or materials introduced or made available in or through the product by Buyer, Buyer's client(s), end users, and/or any third parties, (e) damages attributable to the value of the use of a non-Seller product, service, data or business process, (f) the infringement of any method or process in which any product may be used but not covering the products when used alone, (g) the use of the product other than as permitted in the related documentation or Section 9 or (h) use of the product(s) during any time period after Seller has notified Buyer to discontinue use of the same. Subject to Sections 10 and 12, Seller shall pay the damages and costs awarded against Buyer, or agreed upon in such settlement therein, for which Seller has an indemnification obligation under this

Section 12. Seller may (at its option and expense) take one of the following actions: (i) procure for Buyer the right to continue using said product or part, or (ii) furnish a non-infringing product, or (iii) modify the product so it becomes non-infringing, or (iv) refund the purchase price and transportation cost thereof upon return authorized by Seller. For the purpose of this Section 12, "product" includes product and/or software. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR PATENT INFRINGEMENT BY SAID PRODUCTS OR ANY PART THEREOF.

13. SOFTWARE: All software (whether in source or object code) transferred to Buyer is hereunder considered by Seller to be an unpublished work and is protected under the copyright laws of the United States. Buyer agrees that ownership of all copyright and other intellectual property rights of whatever nature that subsist or may subsist in any Seller-created software (whether in source or object code), specifications, drawings, plans, designs, flowcharts, and technical documents and Information supplied by Seller to Buyer are and shall be held exclusively by Seller. Buyer agrees to keep confidential and not to modify or make any copy of any such software, specifications, drawings, plans, designs, flowcharts and technical documents and information except as expressly approved in writing by Seller. Buyer is granted a limited non-exclusive, non-sub licensable, non-transferable license to use any software, supplied with or incorporated in the products, only on such products or, if software is provided separately, to use pursuant to Seller instruction for providing goods or services to Buyer's end users. Buyer further agrees not to reverse compile or reverse engineer the software. Buyer retains its intellectual property rights to any supplied information, specifications, plans, designs, flowcharts and technical information provided by Buyer to Seller. All other rights are reserved to Seller.

14. GOVERNMENT END-USERS: If any products or software is acquired by or on behalf of a unit, department, agency or other entity of the U.S. Government (the "Government"), this provision applies. . If a user of a product is Government entity, the use, duplication, reproduction, release, modification, disclosure, or transfer of such product, or of any related documentation of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202, subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-

19, as applicable. Any software licensed or otherwise provided hereunder (i) was developed at private expense and no part of it was developed with Government funds; (ii) is a trade secret of Seller for all purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization as provided in the contract between the vendor and the governmental entity; and (iv) in all respects is proprietary data



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belonging solely to Seller. When regulations of the Department of Defense (DOD) are applicable, this software is sold only with "Restricted Rights" as that term is defined in the DOD Supplement to the Federal Acquisition Regulations, 52.227-7013. Use, duplication or disclosure is subject to restrictions of the Rights In Technical Data and Computer Software clause at 52.227-7013 Manufacturer: Thales DIS USA, Inc. If this software was acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any Insignia or lettering from the software that is provided or from producing copies of manuals or disks (except one hard disk copy and one backup or archival copy) and (i) title to and ownership of the software and related documentation and any reproductions thereof shall remain with Seller; (ii) use of this software and related documentation shall be limited to the facility for which it is acquired; and (iii) if use of the software is discontinued at the Installation specified in the purchase/delivery order and the Government desires to use it at another location it may do so by giving prior notice to Seller, specifying the type of computer and new locations site.

15. **GOVERNING LAW:** The validity, performance, and construction of this Agreement shall be governed by the laws of the State of New York. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

16. **MODIFICATIONS:** These Terms and Conditions constitute the entire agreement between the parties relating to the sale of the products, software or services described in a quotation, and no addition to or modification of any provision herein, shall be binding upon Seller unless made in writing and signed by a duly authorized officer of Seller. Buyer has not relied on any representations, oral or written, except as are made in or expressly referenced by this document or Seller's quotation.

17. **DISPUTES RESOLUTION:** Any dispute, controversy or claim between the Parties arising out of or in connection with the existence, validity, construction, performance and/or termination of the Proposal and/or the Contract, which the Parties are unable to settle amicably shall be submitted to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) calendar days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute shall be finally settled by the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with said Rules. The place of Arbitration shall be New York, USA. The arbitral proceedings shall be conducted in the English language, its conclusions shall be final and binding. The arbitration award will be in writing and will specify the factual and legal basis for the award. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of that Party pending the appointment of the arbitrator(s).

18. **EXPORT LAW:** Regardless of any disclosure by Buyer to Seller of the contemplated destination of the products; Buyer shall not export, directly or indirectly, any product acquired hereunder (or the direct product of any software product) without first obtaining an export license from the US Department of Commerce or other agency of the US Government as required.

19. **TEST PRODUCTS:** The provisions of Sections 8, 9, 12, and do not apply for Test Products purchased from Thales. Test cards, and the related software used with the test cards, (collectively, "Test Products") are provided "as is, with all faults". THALES DISCLAIMS ALL LIABILITY FOR TEST PRODUCTS. Test Products are not intended for commercial use, only internal test environments.

## 20. TERMINATION

20.1 Thales may terminate the Purchase Order and/or its obligations hereunder at any time upon:

- Default by Buyer in the payment of any amount due to Thales hereunder;
- Buyer's failure to pay any debt to Thales;
- Buyer's bankruptcy, insolvency or receivership;
- Breach by the Buyer of the Article 21 "Anticorruption and influence peddling";
- Any material default by the Buyer under the Purchase Order not cured within fifteen (15) days of the date Thales notifies Buyer of such default.

20.2 The licenses granted under this Contract shall terminate immediately upon the termination of this Purchase Order.

20.3 The Purchase Order shall be firm and binding and may not be cancelled by Buyer except with and upon Thales' prior written consent.



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North America

## 21. DATA PROTECTION (as may be applicable)

21.1 The parties shall comply with their respective obligations under data protection regulations (including the European Regulation 2016/679 relating to the processing of Personal data (GDPR)) that apply in the context of the performance of this Purchase Order.

With respect to the personal data made available by the Buyer to Thales under the Purchase Order, the Buyer shall act as a data controller and Thales shall process personal data only on behalf of the Buyer. Acting as data processor, Thales shall be processing the Buyer personal data according to the Buyer documented instructions as further described in the orders and for no other purposes than the ones expressly defined and approved by the Buyer, unless required to do so by European Union or Member State law to which Thales is subject. In such a case, Thales shall inform the Buyer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Thales shall ensure that it has in place appropriate technical and organizational measures designed to ensure an appropriate level of security of the Buyer personal data in accordance with article 32 of the GDPR.

If relevant, the Parties mutually agree on a form describing the processing activities under the template provided by Thales.

In addition, Thales shall:

- ensure that persons authorized to carry out processing of Buyer personal data are committed to confidentiality obligations and commit to have its sub-processors comply with the same obligations as the one defined hereunder;
- assist Buyer, at Buyer's costs, by appropriate technical and organizational measures, insofar as this is possible, taking into account the nature of the processing activities, for the fulfillment of Buyer's obligations to respond to requests for exercising the data subjects' rights laid down in the applicable data protection legislation;
- immediately inform Buyer in writing if it believes that Buyer's instructions with respect to the processing of Buyer personal data infringes any applicable data protection legislation;
- make available to Buyer, at Buyer's costs, all information necessary to demonstrate compliance with the obligations set out in article 28 of the GDPR and, upon two (2) weeks prior advance notice to Thales, allow for and contribute to audits, including inspections, conducted by Thales or another auditor mandated by Buyer;
- taking into account the nature of the processing activities and the information available to Thales, assist Buyer, at Buyer's costs, in ensuring compliance with the obligations as set out in articles 32 to 36 of the GDPR;
- at the end of the Purchase Order, Thales shall, at the choice of Buyer, delete or return to Buyer all Buyer personal data and destroy existing copies unless otherwise required by applicable laws;
- not transfer Buyer personal data out of the European Economic Area without Buyer prior express consent; and notify Buyer without undue delay after becoming aware of a personal data breach.

Buyer hereby gives a general authorization to Thales to share Buyer personal data with sub-processors, it being understood that Thales shall inform Buyer of any changes of sub-processors, thereby giving Buyer the opportunity to object to such changes in writing, for legitimate reasons and within thirty (30) calendar days following receipt of Thales' notice. Thales shall remain fully liable to Buyer for the performance of the sub-processors' obligations.

21.2 Retention period: Pursuant to the Personal Data Protection Program, from the date of delivery of the Files (input and output files) to Buyer via the Allynis Connect highly secure data exchange solution, Thales retains the input files for a period of four (4) months and the output file for a period of seven (7) months (collectively referred as the 'Thales Retention Period'). The retention of the Files is subject to the Retention Terms and Principle available on Thales web site: <https://www.Thales.com/companyinfo/privacy-policy> (The 'Retention Terms'). The Retention Terms are incorporated by reference into these General Sales Terms and Conditions and above URL link provides specific, direct instructions on how to access the Retention Terms on the website [www.Thales.com](http://www.Thales.com). The Retention Terms are subject to change, and the Retention Terms in effect at the time of each new order or delivery shall be those on the above identified website at the time of such order or delivery.

## 22. ANTICORRUPTION AND INFLUENCE PEDDLING

Buyer represents that it shall comply with applicable national and foreign laws and regulations related to the prevention of risks of corruption and influence peddling. Whether directly or through third parties, Buyer shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. Buyer shall not solicit or accept for itself any offer, promise, gift or



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**North America**

advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. Buyer declares to have implemented a compliance program that meets the requirements of applicable laws, insofar as the Buyer is subject to this requirement. Thales reserves the right to perform an integrity assessment of all third parties with whom Thales intends to enter into or to continue a business relationship with. In the event that the due diligence performed by Thales on this basis is not satisfactory, Thales shall, without incurring payment of damages or indemnity to Buyer, be entitled to unilaterally terminate this Purchase Order. This termination shall be effective immediately upon written notice to Buyer and shall be without prejudice to any other remedies that may be available to Thales under applicable law. Any violation by the Buyer of this Article shall be deemed a material breach, entitling Thales either to suspend the Purchase Order performance as long as the breach is not satisfactorily remedied, or to terminate the Purchase Order immediately and without prejudice to any other remedy for which it may be entitled under contractual and/or legal provisions.

**End of Terms and Conditions**

<b>THALES</b>	<b>Title: Sonoma County JMS Interface</b>	<b>Release : A01</b>	
	<b>Project: Sonoma County LiveScan</b>	<b>Project code: GND20051_1</b>	<b>Pages : 5</b>

## Change Request 01

<b>REQUEST DESCRIPTION</b>	
Requester: Ahmad Alkhalafat	Date of Request: 03/09/2022
Title: Sonoma County JMS Interface	
Description: (use cases, requirements, defects to be fixed in case of maintenance, deliverables)	
<p>The current interface between the Sonoma JMS and the Thales LiveScan is to reduce data entry duplication. The demographic data is created in a booking record in the JMS, and that data is submitted to the LiveScan to populate the transactions and therefore reduce the duplicate entry.</p>	
Reference Documents: N/A	

<b>REQUEST ANALYSIS</b>	
Project Tech Leader name: Simone Mendes	Date of analysis: 03/09/2022



<b>THALES</b>	<b>Title: Sonoma County JMS Interface</b>	<b>Release : A01</b>	
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**Analysis / Proposed solution / Impact (Technical performance, usage limitations, turnaround times, tests) :**

The request is to change the way the data is shared between the JMS and the LiveScan and to expand the interface to return the demographic data and the photos that are submitted from the LiveScan to the AFIS. The demographic data will be enhanced with the AFIS number after the record has been processed in the AFIS.

**Current interface**

The current JMS-LiveScan interface is a "Push" interface. The data is pushed from the JMS to all 3 LiveScans simultaneously through a shared file (NetBios), and for each data set, multiple transactions types (3) are created on each LiveScan. The LiveScan transaction contains only demographic data from the JMS. The current implementation creates 9 transactions over 3 LiveScans.

The user selects a LiveScan and one of the 3 transactions that have been created. The data to complete the transaction will be added on the LiveScan, and a NIST package with demographics, fingerprints, palm prints, and/or mugshots is created and submitted through SMTP to the AFIS.

Only 1 of the 9 transactions will be processed and will materialize into a NIST package.

The 2 transactions on the same LiveScan are automatically removed, while the remaining transactions are manually removed from the other 2 LiveScans.

**Proposed JMS interface**

The proposed JMS interface is replacing the NetBios file sharing with a Web service.

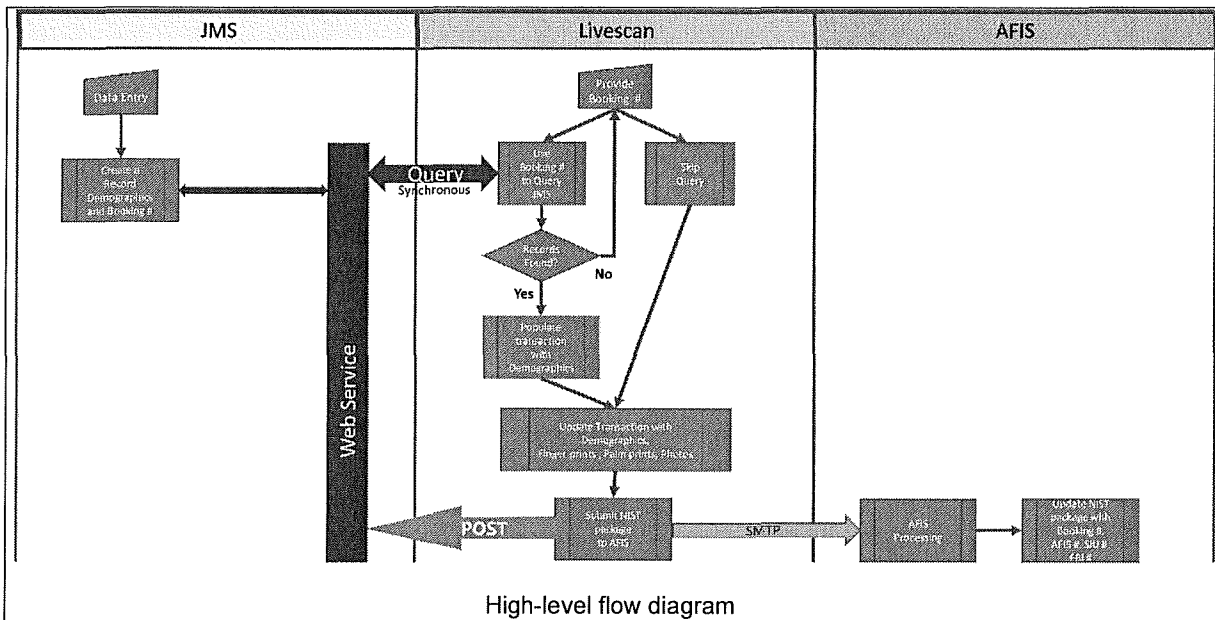
The County will create a web service to provide an interface to the JMS data. The LiveScan operator will select a transaction type. The transaction for that Type of Transaction (TOT) will be created, and the LiveScan software will require a "Booking #" from the user. The LiveScan will connect to the JMS web service and submit a query with the booking # to see if the record exists in the JMS. If the booking # exists, the web service will return the demographic data. If the record does not exist, an error message is returned. The connection is Synchronous.

Each LiveScan will have its own connection to the JMS and the capability to query and process return messages from the JMS system. Once the transaction is populated with the JMS data, the user will complete the transaction and add the fingerprints, palm prints, and/or mugshots. The user will submit type 2: Demographics and type 10: Photos back to the JMS web service. After the LiveScan post the data to JMS then LiveScan submits the transaction to AFIS.

The image below shows a high-level flow diagram between the involved components.

The item in red is the component currently not present. The interface of JMS and the LiveScan will follow the standard LiveScan web service interface. The information regarding the standard LiveScan interface capability will be made available with the County to speed up the process for milestone 1.

THALES	Title: Sonoma County JMS Interface	Release : A01	
	Project: Sonoma County LiveScan	Project code: GND20051_1	Pages : 5



Sonoma County provides secure remote access to Sonoma County's Web service environment for THALES LiveScan development, deployment, and validation purposes.

Below are the initial tasks to be performed; however, these are defined in more detail during the design workshop with Sonoma County.

#### Tasks

- The details for the interface will be discussed in a detailed design meeting between Sonoma County and Thales
- The Web service will be created on the JMS side by Sonoma County
- The first milestone is the replacement of the current LiveScan interface
  - Use the currently available Web service interface in LiveScan 5
  - Query by booking #
  - Process the data from the JMS
  - Determine the specifics for the "query" and the definition of the messages
- The second milestone will be the interface with the JMS
  - LiveScan submitting the type 2 and type 10 data to the JMS web service
  - Determine the specifics for the "post" and the definition of the messages
- Testing for each milestone will be scheduled between THALES and Sonoma County

#### LiveScan tasks for up to 6(six) LiveScans with JMS Interface

- Add a screen to allow for the booking number to be obtained
- Change the configuration to query the JMS through a web service
- Setup the web service connection
- configure the import of the return message for the demographic data
- Test the GET interface
- Develop a new interface to post data to the JMS web service
- Test the POST interface

<b>THALES</b>	<b>Title: Sonoma County JMS Interface</b>	<b>Release : A01</b>	
	<b>Project: Sonoma County LiveScan</b>	<b>Project code: GND20051_1</b>	<b>Pages : 5</b>

**JMS tasks**

- Create web service for interaction with LiveScan(Sonoma County)
- Create capability to receive the POST from LiveScan(Sonoma County)

**%Risk analysis (potential risks and impact on provision if any):**

Up to 8 hours, transitional downtime for each LiveScan/JMS integration.

**Impact on the delivery date (or delivery date for product maintenance) :**

Sonoma County provides secure remote access to Sonoma County's Web service environment for THALES LiveScan development, deployment, and validation purposes.

The delivery date is dependent on the date of receipt of the signed change order request form (CRF) concerning Thales resources available at that time. Thales will provide updated scheduling of the change request implementation once we have received, approved, and signed the change request (CR). This CR is valid for thirty (30) days after being received by the customer.

**Estimated workload/complete Cost:**

The Change Request includes workshop specifications, development, testing, and deployment.  
The expected project duration is approximately four to eight weeks.

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**CONTRACTUAL INFORMATION IF DIFFERENT FROM INITIAL CONTRACT**

Payment terms:

Incoterms : N/A

Billing Milestone : N/A

**REQUEST DECISION**

Customer: <input type="checkbox"/> approved <input type="checkbox"/> rejected	Name:	Signature:
Observations:	Date:	
P&SD Management: <input type="checkbox"/> approved <input type="checkbox"/> rejected	Name:	Signature :
Observations :	Date:	