DocuSign Envelope ID: 9EB19B53-5D6A-4576-828E-9D78CE0BFF2C

《(|)》 IDEMIA

Attachment A
MCSO
Proposal # 00-001656-B
December 7, 2020

1   Biometric Cloud Solution and System Sales Agreement

THIS AGREEMENT made this [___] day of [_____], 2021 ("Effective Date"), by and between IDEMIA Identity & Security USA LLC a Delaware limited liability company with offices located at 5515 E. La Palma Ave., Suite 100, Anaheim, CA 92807 ("IDEMIA USA") and [_____], a [_____] corporation with its principal offices located at 1414 Natividad Rd., Salinas, CA, 93906 ("Customer").

> **WHEREAS,** IDEMIA USA is in the business of providing hosted security services; and

> **WHEREAS,** Customer desires to access and use IDEMIA USA's hosted security services; and

> **WHEREAS,** IDEMIA USA is willing to provide such services to Customer, subject to the terms and conditions of this Agreement.

> **NOW, THEREFORE,** the parties hereto agree as follows:

1. **DEFINITIONS**

   a. **Acceptable Use Policy**. "Acceptable Use Policy" means IDEMIA USA's acceptable use of the system as per the Proposal.

   b. **Additional Service**. "Additional Service" means the additional services as more fully described in an agreed Statement of Work, which once mutually agreed to and executed by the parties will be deemed to be attached as per Appendix 1 of the Proposal and subject to the terms and conditions of this Agreement.

   c. **Documentation**. "Documentation" means the published user manuals and documentation that IDEMIA USA makes available for the Service or the Site that are provided by IDEMIA USA to Customer.

   d. **Payment Schedule**. Please see MCSO Payment Schedule Exhibit A.

   e. **Exhibits**. Exhibit A MCSO Payment Schedule, Exhibit B Statement of Work, Exhibit C List of Deliverables, Exhibit D Milestones, Exhibit E Acceptance Process & Change Control, Exhibit F Support & Service Level Agreement

   f. **Service(s)**. "Service(s)" mean the Software Service and the Additional Service.

   g. **Software**. "Software" means software owned or licensed by IDEMIA USA.

   h. **Software Service**. "Software Service" means the hosted Software service operated by IDEMIA USA through the Site, as more fully described in the proposal.

   i. **Site**. "Site" means the hosted solution operated under this Agreement by or on behalf of IDEMIA USA for access by Customer.

   j. **Term**. "Term" has the meaning as set forth in **Section 11(a)** of this Agreement.

   k. **User**. "User" means a Customer employee that has been assigned login credentials to the Site.

2. **SERVICES, ACCESS AND USE**

   a. **Services and Licenses.**

    i. Customer hereby engages IDEMIA USA to provide and perform the Services and IDEMIA USA hereby agrees to perform the Services, in accordance with the terms of this Agreement.

    ii. IDEMIA USA grants to Customer, a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, license for Users to access and use the Site to obtain the Software Service, subject to the terms and conditions of this Agreement.

    iii. Customer agrees to notify IDEMIA USA immediately of any unauthorized use of its login credentials to the Site or any other breach of security. Customer is responsible for all Users and all use of Customer's login credentials.

b. <u>Hosting, Training, and Support.</u>

    i. <u>Hosting.</u> IDEMIA USA will notify Customer when the Software Service will be available to Users ("Launch"). During the Term, IDEMIA USA will be responsible for hosting and operating the Site and providing the Software Service to Customer. IDEMIA USA may provide these services directly or through subcontractors, provided that any such delegation to a subcontractor shall not relieve IDEMIA USA of its obligations to Customer under this Agreement.

    ii. <u>Training.</u> IDEMIA USA agrees to make available Documentation that provides Users with basic information regarding use of the Software Service. Any additional training to be provided by IDEMIA USA to Customer under this Agreement will be described in a written training plan that is made part of a Proposal as Section 5.5 developed by the parties after the Effective Date. Customer will notify IDEMIA USA immediately if a date change for a scheduled training program is required. If IDEMIA USA incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, IDEMIA USA is entitled to recover these additional costs. Unless otherwise agreed, technical training and support will only be provided to Customer's representatives, as may be updated by Customer from time to time ("Technical Representatives"). Such Technical Representatives will possess adequate technical skills and understanding of the Software Service to enable the Technical Representatives to obtain the benefits of technical training and support for the Software Service.

c. <u>Additional Services</u>. IDEMIA USA will perform Additional Services, such as configuration, advanced training, and consulting services, as more fully set forth in the service description set forth in the proposal, and will provide the deliverables and/or Documentation associated with any such Additional Services (collectively, "Deliverables") as mutually agreed upon between IDEMIA USA and Customer. Customer will pay IDEMIA USA for the Additional Services at the rates set forth or fees set forth in the proposal (or if none, at IDEMIA USA's then-current rates). Customer will reimburse IDEMIA USA for all reasonable out-of-pocket expenses incurred in the performance of the Additional Services, provided that they are approved in writing by Customer in advance. Customer shall provide IDEMIA USA with reasonable work space, materials, access to computer systems, access to management/personnel, required approvals, and timely assistance and information required to perform the Additional Services.

d. <u>Acceptable Use Policy</u>. Customer agrees to comply with the Acceptable Use Policy. Violation of the Acceptable Use Policy may result in suspension of Customer's access to the Site. Unless IDEMIA USA believes an immediate suspension is required, IDEMIA USA will provide reasonable notice before suspending Customer's access to the Site.

e. <u>Technical Limitations</u>. Customer must comply with, and may not work around, any technical limitations on the Site that allow Customer to use it only in certain ways. Customer may not download or make copies of Software Service from the Site except as explicitly authorized in writing by IDEMIA USA.

3. **CHANGES** IDEMIA USA will not make any changes to the Software Service that adversely and materially affect Customer's use of the Software Service after Launch.

4. **PAYMENT CONDITIONS**

   a. Prices shall remain firm for the Initial Term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

   b. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

   c. Invoice amounts shall be billed directly to the ordering department.

   d. CONTRACTOR shall submit such invoice pursuant to the Payment Schedule or as otherwise agreed to by the parties. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

   e. **Taxes.** All amounts specified in Pricing section of the proposal and IDEMIA USA's invoice are exclusive of any applicable value added, use, sales, service, property or other taxes or contributions, which Customer will pay in addition to the amount due and payable, other than taxes on IDEMIA USA's net income. Customer is solely responsible for payment of any taxes resulting from Customer's purchase or use of the Services. IDEMIA USA will separately state applicable taxes on its invoice.

5. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

   a. **Mutual Representation.** The parties have full legal and corporate power and authority to enter into this Agreement. This Agreement, when executed, will become the legal, valid and binding obligation of the respective parties, enforceable against them in accordance with its terms.

   b. **Limited Warranty.** IDEMIA USA warrants that, during any period covered by a Fee paid by Customer hereunder, (i) the Software Service will conform to IDEMIA USA's published specifications and perform in accordance with the Documentation, (ii) the Site and Software Service conforms and will continue to conform to all applicable laws and regulations, and (iii) the Services will be performed in a professional manner by duly qualified IDEMIA USA staff using reasonable care. Customer acknowledges that the Services may not satisfy all of Customer's requirements, and access to the Site or use of the Software Service may not be uninterrupted or error-free.

   c. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WITH RESPECT TO THE SITE OR THE SOFTWARE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY IDEMIA USA, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

6. **INDEMNIFICATION**

   a. **IDEMIA USA Indemnity.** IDEMIA USA shall indemnify, defend, and hold Customer, its directors, officers, employees and agents harmless from all third party claims, and pay all costs, damages, and attorneys' fees that may be awarded by the final judgment of a court of competent jurisdiction

to, or settled by IDEMIA USA with, such third party claimant, arising from or in connection with allegations that the Site or the Software Service infringes a patent, copyright or trademark, or misappropriates a trade secret; provided, however, IDEMIA USA will have no indemnity obligation to Customer under Section 6(a) to the extent such infringement or misappropriation claim results from (i) a correction or modification to the Site or Software Service not provided or instructed by IDEMIA USA or its representatives (ii) specifications or instructions provided by Customer, or (iii) the combination of the Site or Software Service with other items not supplied, used or recommended for use by IDEMIA USA. In addition to the foregoing, if use of the Site or Software Service is likely to be enjoined, Customer will permit IDEMIA USA, at IDEMIA USA's option and expense, to (A) procure the right to continue accessing the Site and using the Service or (B) replace or modify the Site or the Service to eliminate the infringement or misappropriation while providing functionally equivalent performance. Customer acknowledges that this **Section 6** states Customer's exclusive remedy and IDEMIA USA's sole liability in connection with any claim of infringement or misappropriation.

b. <u>**Customer Indemnity.**</u> Customer shall indemnify, defend, and hold IDEMIA USA, its directors, officers, employees and agents harmless from all third party claims, and pay all costs, damages, and attorneys' fees that may be awarded by the final judgment of a court of competent jurisdiction to, or settled by Customer with, such third party claimant, arising from or in connection with (i) Customer's breach of the Acceptable Use Policy, or (ii) allegations that the Customer Content (defined below) infringes a patent, copyright or trademark, or misappropriates a trade secret.

c. <u>**Procedure.**</u> If a claim contemplated under this **Section 6** is threatened or asserted against the indemnified party, such party will give the indemnifying party (i) prompt written notice of the claim (provided that failure to do so promptly will not excuse the indemnifying party's indemnification obligations except to the extent it is actually prejudiced by such failure), and (ii) control over the defense of the claim and any related settlement negotiations (provided that any settlement that obligates the indemnified party shall require the indemnified party's prior approval). The indemnified party may engage counsel and participate in the defense of the indemnified claim at its own cost and expense.

7. **LIMITATION ON LIABILITY**

a. NOTWITHSTANDING ANYTHING PROVIDED ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR THE OTHER PARTY'S CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE.

b. EXCEPT FOR INDEMNIFICATION OBLIGATIONS (SECTION 6) AND OWNERSHIP (SECTION 8), IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH EITHER PARTY MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW EXPRESSLY PROHIBITS THE APPLICATION OF THIS SECTION.

c. This **Section 7** shall not apply to Customer's obligation to pay Fees to IDEMIA USA.

8. **OWNERSHIP**

a. <u>**IDEMIA USA Technology.**</u> All intellectual property, trademarks, service marks, patents, patent rights, copyrights, trade secrets, and other proprietary rights in or related to the Site or Software Service, together with all ideas, concepts, techniques and methodologies conceived and first reduced to practice by IDEMIA USA (collectively, "IDEMIA USA Technology") are and will remain the exclusive property of IDEMIA USA or its licensors (whether or not specifically recognized or perfected under local applicable law), subject to Customer's and its customers' rights in any data

processed through the Site or the Software Service. Customer will not take any action that jeopardizes IDEMIA USA's or its licensor's proprietary rights or acquire any right in the IDEMIA USA Technology, except the limited use rights specified in **Section 2**. IDEMIA USA or its licensors will own all rights in any copy, translation, modification, adaptation or derivation of the IDEMIA USA Technology, including any improvement or development thereof.

b. **Customer Content.** All (i) data and transactions input through or processed by the Software Service and (ii) all intellectual property, trademarks, service marks, patents, patent rights, copyrights, trade secrets, and other proprietary rights in or related to requirements and specifications provided by Customer, together with all ideas, concepts, techniques and methodologies conceived and first reduced to practice by Customer are and will remain the exclusive property of Customer or its customers (whether or not specifically recognized or perfected under local applicable law), subject to IDEMIA USA's rights in the Site and the Software Service (collectively, "Customer Content"). IDEMIA USA will not take any action that jeopardizes Customer's or its customers' proprietary rights or acquire any right in the Customer Content, except the limited use rights contemplated under this Agreement. Customer will own all rights in any copy, translation, modification, adaptation or derivation of the Customer Content, including any improvement or development thereof.

c. **Further Assurances.** During and after the term of this Agreement, IDEMIA USA and Customer will execute such instruments that the other may reasonably request to give full effect to this **Section 8**.

9. **DISASTER RECOVERY** IDEMIA USA's hosting subcontractor will be responsible for disaster recovery and business continuity execution related to the Services. If a disaster or major site impact occurs involving the need to recover operations at the affected site or to operate from a fallback site and, as a result, it is necessary for IDEMIA USA to allocate limited resources between or among several organizations, IDEMIA USA shall not treat Customer, in any respect, less favorably than any similarly situated IDEMIA USA customer.

10. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

a. **Confidentiality.** IDEMIA USA and Customer acknowledge that in the performance of this Agreement, it may be necessary for Customer and IDEMIA USA to disclose certain confidential or proprietary information of one party to the other party ("Confidential Information"). Confidential Information shall include (i) written information received from the other party ("Provider") that is marked or identified as confidential, (ii) oral or visual information identified as confidential at the time of disclosure, or (iii) information which under the circumstances surrounding disclosure places the receiving party on reasonable notice that such information should be treated as confidential. Customer further acknowledges that the Site and the Software Service is Confidential Information hereunder; and IDEMIA USA further acknowledges that Customer Content is Confidential Information hereunder. Each party agrees that, for the term of this Agreement and for so long as such party retains such confidential or proprietary information, such party ("Recipient") will use Confidential Information solely for the purposes expressly permitted by this Agreement. Recipient will take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Recipient will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Provider's Confidential Information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b. **Limitation.** Provider Confidential Information will not include information that belongs to the Recipient or is (i) already known by the Recipient without an obligation of confidentiality other than under this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Recipient; (iii) rightfully received from a third party under no duty of confidentiality; (iv) independently developed by the Recipient without use of the Provider's Confidential Information; (v) disclosed without similar restrictions to a third party by Provider; (vi) approved by the Provider

for disclosure; or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law, or any governmental or political subdivision thereof, so long as the Recipient provides the Provider with timely notice prior to such disclosure.

c. **Disclosure.** Each Recipient may use Confidential Information received from the Provider only in connection with this Agreement, and may disseminate such Confidential Information only to persons and subcontractors having a need for access to such Confidential Information in connection with their performance or use of the Services, and with respect to whom the Recipient takes steps, no less rigorous than those it takes to protect its own confidential information, but in any event not less than reasonable means, to prevent such persons from acting in a manner inconsistent with the terms of this **Section 10**.

d. **Return of Confidential Information.** Upon termination of this Agreement or upon the written request of the Provider, the Recipient will return all copies of Confidential Information to the Provider or certify, if so requested by the Provider, in writing that all copies of Confidential Information have been destroyed.

e. **Security.** IDEMIA USA's hosting subcontractor has implemented and will maintain and follow appropriate technical and organizational measures intended to protect the data on the Software Service against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

f. **Unauthorized Use or Disclosure.** Each party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this **Section 10**. Accordingly, in such event, a party may be entitled to seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the party who has breached or threatened to breach **Section 10** of this Agreement.

g. **Residuals.** Notwithstanding anything to the contrary provided in this **Section 10**, each party shall be free to use for any purpose the residuals resulting from access to or work with the other party's Confidential Information, provided that such party maintains the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant a party a license under the other party's copyrights or patents.

11. **TERM AND TERMINATION**

a. **Term.** The "Initial Term" of this Agreement will commence on the "Effective Date" and expire on the date that is six (6) years from the date the System begins to be used for operational purposes ("Go-Live").

b. **Termination for Cause.** Either party may terminate this Agreement immediately upon notice to the other party if (i) the other party breaches any of its material obligations hereunder and fails to remedy such breach within 30 days or (ii) the other party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency, reorganization or the protection of creditors' rights that is not dismissed within 90 days or otherwise ceases to conduct business in the normal course.

c. **Obligations.** Upon the expiration or termination of this Agreement for any reason, then subject to **Section 11(b),** all rights granted to Customer hereunder will immediately cease, and Customer will promptly comply with the following termination obligations and otherwise cooperate with IDEMIA USA to terminate relations in an orderly manner. Customer will promptly pay IDEMIA USA any

Fees and reimbursable expenses that may be due and outstanding for the Services that IDEMIA USA has performed up to such date.

d. **Cost Recovery.** If Customer terminates this Agreement for a reason other than IDEMIA USA's default, or if this Agreement is terminated for Customer's default, Customer shall pay IDEMIA USA an amount no less than Incurred Costs (as defined hereinafter), plus a reasonable margin, less payments made or otherwise due to IDEMIA USA from Customer. "Incurred Costs" are all costs incurred by IDEMIA USA, or correctly invoiced to IDEMIA USA by a subcontractor or other third party, for performance of the Agreement through the termination date. Incurred Costs include, without limitation, costs incurred to implement the Software Service, to prepare to implement the Software Service, or to otherwise prepare for the terminated portion of the Agreement. This Section does not grant Customer a termination right that does not otherwise exist under this Agreement and does not waive any rights IDEMIA USA may have at law or in equity.

e. **Survival.** The provisions of **Sections 4, 6, 7, 8, 10, 11, 12, 16, and 18** will survive the expiration or termination of this Agreement.

12. **FORCE MAJEURE** Neither party will be liable to the other for any delay or inability to perform its obligations under this Agreement or otherwise, including relief from affected service levels, if such delay or inability arises from any act of God, fire, natural disaster, act of government, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, manufacturer's shortages or constraints of parts, products, labor (other than a party's own workforce) or any other cause beyond the reasonable control of such party, whether or not foreseeable. In the event of such a delay or inability to perform, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform, plus an additional reasonable period to recommence performance. If a force majeure event continues to prevent a party's performance for more than 30 days, the other party may terminate this Agreement upon written notice.

13. **INDEPENDENT PARTIES** In performing under this Agreement, IDEMIA USA will be an independent contractor to Customer. Nothing in this Agreement will be interpreted or construed as creating or establishing an employer-employee relationship, an agency relationship, a partnership or joint venture between the parties.

14. **SUBCONTRACTORS** IDEMIA USA reserves the right to subcontract the performance of the Services, or any part thereof, to any subcontractor selected by IDEMIA USA.

15. **U.S. EXPORT RESTRICTIONS** Customer acknowledges that the Site and Software Service, and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with IDEMIA USA in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to any country or territory that is embargoed by Executive order, or to any national or resident thereof, unless it has obtained the prior written authorization of IDEMIA USA and the U.S. Commerce Department.

16. **ARBITRATION**

a. Except for claims of indemnification, Customer and IDEMIA USA agree to submit any and all claims, demands, disputes, and controversies arising out of or relating to this Agreement, or the failure or refusal to perform the whole or any part hereof, to arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association, except where those rules conflict with this provision, in which case this provision controls.

b. Arbitration shall be conducted before a single arbitrator unless the amount in dispute exceeds $250,000. If the amount in dispute exceeds $250,000, it shall be decided by three arbitrators, one

to be selected by each party and the two party appointed arbitrators to agree upon the third. Under no circumstances are the arbitrators authorized to award damages contrary to the Limitation on Liability provisions of this Agreement. The arbitration shall be held in California. Absent agreement of the parties, or an order by the arbitrator(s) based upon compelling evidence of need, there shall be no discovery in the arbitration. The Arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the parties. Any court with jurisdiction shall enforce this clause and enter judgment on any award.

c. Notwithstanding the foregoing:

    i. Nothing in this **Section 16** will be construed to prevent either party from seeking interim injunctive relief in any court of competent jurisdiction.

    ii. If a controversy or claim relates in any way to a lawsuit brought by a third party against one or both of the parties, either party may, at its option, file a cross-complaint against the other party in such lawsuit with respect to the controversy or claim, in which case the controversy or claim will be resolved by such court in lieu of arbitration.

17. **ASSIGNMENT** Neither party shall assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's approval. Any unauthorized assignment shall be void. Notwithstanding the foregoing, either party may assign this Agreement, upon notice to the other party (i) that is a related entity or (ii) that is an unrelated entity, upon the sale, merger or reorganization of the assigning party, or any of its operating divisions, or the assets thereof to which this Agreement relates; provided that, in each case, the assignee expressly agrees in writing to assume the obligations of assignor under this Agreement.

18. **MISCELLANEOUS**

a. **Notices**. All notices or approvals required or permitted under this Agreement must be given in writing. Legal notices to IDEMIA USA or to Customer shall be delivered by recognized overnight courier service, to the address on the first page hereof.

b. **Waiver and Amendment.** Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the party against whom the waiver or modification will be enforced or, alternatively, both parties. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event or waiver of any such right or remedy. This Agreement will bind Customer's successors-in-interest.

c. **Waiver of Immunity.** To the extent that Customer is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any competent court, from service of process, from attachment prior to judgement, from attachment in aid of execution, or from execution prior to judgement, or other legal process in any jurisdiction, Customer for itself and its property does hereby regularly, irrevocably and unconditionally waive, and agrees not to plead or claim, any such immunity with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement or the subject matter hereof. Such agreement shall be irrevocable and not subject to withdrawal in any and all jurisdictions.

d. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, excluding its conflict of laws rules. IDEMIA USA and Customer further agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

e. **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

f. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together will constitute the Agreement.

g. **Headings.** The headings in this Agreement are not intended to be used as an aid to interpretation.

h. **Entire Agreement.** This Agreement constitutes the complete and entire statement of all conditions and representations of the agreement between IDEMIA USA and Customer with respect to its subject matter and supersedes all prior writings, discussions, representations or understandings. In the event of a conflict between the terms of this Agreement and the terms of any other attachment, the terms of this Agreement will control.

IN WITNESS WHEREOF, IDEMIA USA and Customer cause this Agreement to be executed by their duly authorized representatives identified below.

IDEMIA Identity & Security USA LLC

By: _____

Name: Donnie Scott

Title: Senior Vice President

Date: 03/18/2021

Monterey County Sheriff's Office (MCSO)

By: _____

Name: _____

Title: Contract Purchasing Officer/Supervisor

Date: _____

Monterey County Sheriff's Office (MCSO)

By: _____Irv Grant_____

Name: __Irv Grant _____

Title: __Deputy County Counsel_____

Date: 3/24/2021 | 2:03 PM PDT

Monterey County Sheriff's Office (MCSO)

By: _____Gary Giboney_____

Name: __Gary Giboney_____

Title: _Chief Deputy Auditor-Controller _____

Date: 3/24/2021 | 2:18 PM PDT