

**Idemia Identity & Security**

14 Crosby Drive
Suite 200
Bedford, MA 01730
USA
Phone (888) 435-7439

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION****QUOTE ID:** 47252**QUOTE DATE:** 01/15/25**CUSTOMER ID:** BD-2401**PRICE LIST:** 2025**COVERAGE****START DATE:** 07/01/25**END DATE:** 06/30/26

BILL TO: COUNTY OF SAN BERNARDINO
268 W HOSPITALITY LN
4TH FL
SAN BERNARDINO, CA 92415-0018
UNITED STATES

| COVERAGE TYPE | DESCRIPTION | SERIAL NUMBER | QTY | PRICE |
|--|-------------------------|---------------|-----|------------|
| EQUIPMENT LOCATION: WEST VALLEY DETENTION CENTER - 9500 ETIWANDA AVE RANCHO CUCAMONGA, CA 91739 | | | | |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY434001208 | 1 | \$4,613.00 |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY273902141 | 1 | \$3,423.00 |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY273902140 | 1 | \$3,447.00 |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY273902139 | 1 | \$3,767.00 |
| EQUIPMENT LOCATION: CENTRAL DETENTION CENTER - 630 E RIALTO AVE SAN BERNARDINO, CA 92415 | | | | |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY223902138 | 1 | \$3,423.00 |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY223902137 | 1 | \$3,780.00 |
| 5600-TPE-ED-M24 TPE-5600-ED | ANNUAL 24/7 MAINTENANCE | AEY514001221 | 1 | \$4,613.00 |

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| EQUIPMENT LOCATION: | MORONGO STATION - 6527 WHITEFEATHER RD JOSHUA TREE, CA 92252 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY484001212 | 1 | \$4,613.00 |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54128-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | BIG BEAR STATION - 477 SUMMIT BLVD BIG BEAR LAKE, CA 92315 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY484001213 | 1 | \$4,613.00 |
| 5300D-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5300D-ED | | 54123-001 | 1 | \$4,211.00 |
| EQUIPMENT LOCATION: | HIGH DESERT DETENTION CENTER - 9438 COMMERCE WAY ADELANTO, CA 92301 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY484001214 | 1 | \$4,613.00 |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY484001216 | 1 | \$4,613.00 |
| EQUIPMENT LOCATION: | COLORADO RIVER STATION - 1111 BAILEY AVE NEEDLES, CA 92363 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY484001217 | 1 | \$4,613.00 |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54126-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | BARSTOW SHERIFF STATION - 225 E MOUNTAIN VIEW ST BARSTOW, CA 92311 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY484001218 | 1 | \$4,613.00 |
| 5300D-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5300D-ED | | 54124-001 | 1 | \$4,211.00 |

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| EQUIPMENT LOCATION: | HIGH DESERT DETENTION CENTER - 9438 COMMERCE WAY ADELANTO, CA 92301 | | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | | |
| TPE-5600-ED | AEY223902139 | 1 | \$4,613.00 | | |
| EQUIPMENT LOCATION: | GLEN HELEN REHABILITATION CENTER - 18000 W INSTITUTION RD SAN BERNARDINO, CA 92415 | | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | | |
| TPE-5600-ED | AEY514001222 | 1 | \$4,613.00 | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | | |
| TPE-5600-ED | AEY514001223 | 1 | \$4,613.00 | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | | |
| TPE-5600-ED | AEY514001224 | 1 | \$4,613.00 | | |
| EQUIPMENT LOCATION: | HESPERIA SHERIFF STATION - 15840 SMOKETREE ST HESPERIA, CA 92345 | | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | | |
| TPE-5300D-ED | 52579-001 | 1 | \$3,275.00 | | |
| EQUIPMENT LOCATION: | APPLE VALLEY SHERIFF DEPARTMENT - 14931 DALE EVANS PKWY APPLE VALLEY, CA 92307 | | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | | |
| TPE-5300D-ED | 52580-001 | 1 | \$3,275.00 | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | | |
| TPE-5300D-ED | 52581-001 | 1 | \$3,275.00 | | |
| EQUIPMENT LOCATION: | VICTORVILLE SHERIFF STATION - 14200 AMARGOSA RD VICTORVILLE, CA 92392 | | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | | |
| TPE-5300D-ED | 52582-001 | 1 | \$3,275.00 | | |
| EQUIPMENT LOCATION: | TWIN PEAKS STATION - 26010 HIGHWAY 189 TWIN PEAKS, CA 92391 | | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | | |
| TPE-5300D-ED | 52583-001 | 1 | \$3,275.00 | | |

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| EQUIPMENT LOCATION: | RIALTO POLICE DEPARTMENT - 128 N WILLOW AVE RIALTO, CA 92376 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 52584-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | FONTANA SHERIFF STATION - 17780 ARROW BLVD FONTANA, CA 92335 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 52585-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | FONTANA POLICE DEPARTMENT - 17005 UPLAND AVE FONTANA, CA 92335 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 52586-001 | 1 | \$3,275.00 |
| 5600-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY026001271 | 1 | \$3,808.00 |
| 5600-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY026001272 | 1 | \$3,808.00 |
| EQUIPMENT LOCATION: | HIGHLAND SHERIFFS STATION - 26985 BASELINE ST HIGHLAND, CA 92346 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 52587-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | YUCAIPA SHERIFFS STATION - 34282 YUCAIPA BLVD YUCAIPA, CA 92399 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 52588-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | BARSTOW POLICE DEPARTMENT - 220 E MOUNTAIN VIEW ST BARSTOW, CA 92311-2889 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54132-001 | 1 | \$3,275.00 |

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| EQUIPMENT LOCATION: | | CAL ID TRAINING - 18000 INSTITUTION RD DEVORE, CA 92407 | | | |
| 5600-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY126001035 | 1 | \$3,808.00 | |
| 5300D-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54137-001 | 1 | \$3,275.00 | |
| EQUIPMENT LOCATION: | | CHINO POLICE DEPARTMENT - 5450 GUARDIAN WAY CHINO, CA 91710 | | | |
| 5300D-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54133-001 | 1 | \$3,275.00 | |
| 5600-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY026001270 | 1 | \$3,808.00 | |
| EQUIPMENT LOCATION: | | LUCERNE SUBSTATION - 32818 VERDUGO DR LUCERNE VALLEY, CA 92356 | | | |
| 5300D-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54127-001 | 1 | \$3,275.00 | |
| EQUIPMENT LOCATION: | | PHELAN SHERIFF STATION - 4050 PHELAN RD PHELAN, CA 92329 | | | |
| 5300D-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54129-001 | 1 | \$3,275.00 | |
| EQUIPMENT LOCATION: | | RANCHO CUCAMONGA SHERIFF STATION - 10510 CIVIC CENTER DR RANCHO CUCAMONGA, CA 91730 | | | |
| 5300D-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54130-001 | 1 | \$3,275.00 | |
| EQUIPMENT LOCATION: | | VICTOR VALLEY MALL SUBSTATION - 14400 BEAR VALLEY RD VICTORVILLE, CA 92392 | | | |
| 5300D-TPE-ED-M95 | | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54131-001 | 1 | \$3,275.00 | |

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| EQUIPMENT LOCATION: | MONTCLAIR POLICE DEPARTMENT - 4870 ARROW HWY MONTCLAIR, CA 91763 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54135-001 | 1 | \$3,275.00 |
| 5600-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY026001273 | 1 | \$3,808.00 |
| EQUIPMENT LOCATION: | SAN BERNARDINO POLICE DEPARTMENT - 710 NORTH D ST SAN BERNARDINO, CA 92401 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54136-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | SAN BERNARDINO PROBATION - 175 W 5TH ST 4TH FL SAN BERNARDINO, CA 92415 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54138-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | SAN BERNARDINO SUPERINTENDENT OF SCHOOLS - 760 E BRIER DR SAN BERNARDINO, CA 92408 | | | |
| 5300D-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-ED | | 54139-001 | 1 | \$3,275.00 |
| EQUIPMENT LOCATION: | ONTARIO POLICE DEPARTMENT - 2500 S ARCHIBALD AVE ONTARIO, CA 91761 | | | |
| 5300D-TPE-HD-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-HD | | 41733-01 | 1 | \$3,638.00 |
| 5300D-TPE-HD-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-HD | | 41733-02 | 1 | \$3,638.00 |
| 5300D-TPE-HD-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5300D-HD | | 41733-03 | 1 | \$3,638.00 |
| EQUIPMENT LOCATION: | CHINO HILLS SHERIFF STATION - 14077 PEYTON DR CHINO HILLS, CA 91709 | | | |
| 5300D-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5300D-ED | | 54125-001 | 1 | \$4,211.00 |

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| EQUIPMENT LOCATION: | COLTON POLICE DEPARTMENT - 650 N LA CADENA DR COLTON, CA 92324 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY016001268 | 1 | \$4,613.00 |
| EQUIPMENT LOCATION: | REDLANDS POLICE DEPARTMENT - 1270 W PARK AVE REDLANDS, CA 92373 | | | |
| 5600-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY036001274 | 1 | \$3,808.00 |
| EQUIPMENT LOCATION: | UPLAND POLICE DEPARTMENT - 1499 W 13TH ST UPLAND, CA 91786 | | | |
| 5600-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | | AEY036001275 | 1 | \$3,808.00 |
| EQUIPMENT LOCATION: | SAN BERNARDINO JUVENILE HALL - 900 E GILBERT ST SAN BERNARDINO, CA 92415 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY026001274 | 1 | \$4,613.00 |
| EQUIPMENT LOCATION: | HIGH DESERT JUVENILE HALL - 22101 DALE EVANS PKWY APPLE VALLEY, CA 92307 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY026001275 | 1 | \$4,613.00 |
| EQUIPMENT LOCATION: | SAN BERNARDINO SHERIFF - 655 E THIRD ST - RECORDS #1 SAN BERNARDINO, CA 92415 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY036001271 | 1 | \$4,613.00 |
| EQUIPMENT LOCATION: | SAN BERNARDINO SHERIFF - 655 E THIRD ST SAN BERNARDINO, CA 92415-0061 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | | AEY036001272 | 1 | \$4,613.00 |

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| EQUIPMENT LOCATION: | SAN BERNARDINO SHERIFF - 655 E THIRD ST - RECORDS #2 SAN BERNARDINO, CA 92415 | | | |
| 5600-TPE-ED-M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-5600-ED | AEY036001273 | 1 | \$4,613.00 | |
| EQUIPMENT LOCATION: | SAN BERNARDINO SHERIFF (ERD TRAILER) - 18901 INSTITUTION RD. ERD TRAILER - THE ACADEMY DEVORE, CALIFORNIA 92407 | | | |
| 5600-TPE-ED-M95 | ANNUAL 9/5 MAINTENANCE | | | |
| TPE-5600-ED | AEY296001046 | 1 | \$3,808.00 | |
| EQUIPMENT LOCATION: | SAN BERNARDINO SHERIFF - 880 E MILL ST SAN BERNARDINO, CA 92415-0054 | | | |
| CRDSCAN- M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-CRDSCAN | 6487-1 | 1 | \$1,659.00 | |
| CEN- MGMTSVR- M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-CEN-MGMTSVR1 | 77251-7-001 | 1 | \$2,550.00 | |
| CEN- CONTROLLER- M24 | ANNUAL 24/7 MAINTENANCE | | | |
| TPE-CEN-CONTROLLER2 | 20677-01 | 1 | \$2,484.00 | |
| TOTAL: | | | \$236,903.00 | |

NAME: HELEN BAKKERS

TITLE: Maintenance Contract Admin

PHONE: (714) 575-2951

FAX:

EMAIL: Helen.Bakkers@us.idemia.com

SUPPORT EMAIL: BiometricsSupport@us.idemia.com

SUPPORT PHONE: (888) 435-7439

PO NUMBER:

SIGNATURE BY:

NAME(Print) / DATE Dawn Rowe

TITLE: Chair, Board of Supervisors

PHONE / FAX: (909) 387-0640

EMAIL: BOFA-Procurement@sbcscd.org

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's as sent to the terms set out here in in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RENEWAL DATE OR RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA I&S appreciates the opportunity to present this quote, which will remain valid for 90 calendar days from the quote date, after which availability and / or prices are subject to change.

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS
for use with
U.S. End User Customers covering
IDEMIA® Livescan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in IDEMIA Identity & Security USA LLC's ("IDEMIA") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), IDEMIA, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by IDEMIA are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the IDEMIA TouchCare Support Center via IDEMIA toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to IDEMIA's technical support staff to resolve unique problems.
- IDEMIA shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become IDEMIA's property. IDEMIA shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by IDEMIA, replacement parts and components needed at international destinations shall be shipped by IDEMIA to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event IDEMIA ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- IDEMIA shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by IDEMIA and

for which IDEMIA, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current IDEMIA Maintenance Agreement Addendum. Customer shall provide IDEMIA with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and IDEMIA shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then IDEMIA shall install the Update during any subsequently scheduled on-site visit by IDEMIA for service of the System. An "Update" means a new release of such System software components that are developed by IDEMIA which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *IDEMIA's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with IDEMIA's Help Desk.
- IDEMIA's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a IDEMIA field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. IDEMIA shall use its best efforts to have a IDEMIA field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by IDEMIA's Help Desk for customers located within a 100 mile radius of an authorized IDEMIA's service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge (provided Customer has granted IDEMIA with continuous network or dial-up access to the System, whether stand alone or connected to a central site), IDEMIA will provide Customer with up to four (4) Customer

requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of IDEMIA's Development Management Team, require a significant development or deployment effort.**

Generally, a *significant development effort* is one that takes IDEMIA more than one full business day to develop, and a *significant deployment effort* is one that requires IDEMIA's deployment of one or more of its field service engineers to more than five (5) Customer locations or IDEMIA's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, IDEMIA will provide such services on a time and materials basis and IDEMIA will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. IDEMIA's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with IDEMIA's Help Desk.
- IDEMIA's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a IDEMIA field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. IDEMIA shall use its best efforts to have an IDEMIA's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by IDEMIA's Help Desk if Customer's facility is located within a 100 mile radius of an authorized IDEMIA's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon IDEMIA's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at IDEMIA's then current rates.
- At no additional charge (provided Customer has granted IDEMIA with continuous network or dial-up access to the System, whether stand alone or connected to a central site), IDEMIA will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications;

provided further, however, that any such type of transaction change does not, in the sole opinion of IDEMIA's Development Management Team, require a significant development or deployment effort.

Generally, a *significant development effort* is one that takes IDEMIA more than one full business day to develop, and a *significant deployment effort* is one that requires IDEMIA's deployment of one or more of its field service engineers to more than five (5) Customer locations or IDEMIA's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, IDEMIA will provide such services on a time and materials basis and IDEMIA will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. IDEMIA's *Help Desk Maintenance Services* are as follows:

- The Services do not include any IDEMIA on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the IDEMIA Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) IDEMIA trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with IDEMIA's periodic requirements. Unless otherwise agreed in writing by IDEMIA, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with IDEMIA's Help Desk.
- IDEMIA shall furnish all parts and components necessary for the maintenance of the System. IDEMIA's shipment of a replacement part to Customer will be initiated promptly after the IDEMIA's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by IDEMIA to be returned to IDEMIA, the packaging material used in shipment of the replacement part must be

reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to IDEMIA within two (2) weeks after receipt of the replacement part. IDEMIA is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for IDEMIA on-site service, IDEMIA shall use its best efforts to have a IDEMIA field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by IDEMIA's Help Desk. Customer shall pay for such on-site service on a time and travel basis at IDEMIA's then current rates and travel policies, respectively. Prior to dispatch of a IDEMIA engineer, Customer shall provide IDEMIA with a purchase order ("P.O."), complete IDEMIA's P.O. Waiver form, or provide IDEMIA with a valid credit card number.

E. Preventive Maintenance Services. IDEMIA's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with IDEMIA's specifications for such System. IDEMIA and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with IDEMIA's 24/7 Maintenance Services and IDEMIA's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with IDEMIA's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond IDEMIA's control.

- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than IDEMIA's authorized service representatives, or if parts, accessories, or components not authorized by IDEMIA are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by IDEMIA to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in IDEMIA's System documentation.

B. Availability of Additional Services. At Customer's request, IDEMIA may agree to perform the excluded services described immediately above in accordance with IDEMIA's then current rates. Other excluded services that may be agreed to be performed by IDEMIA shall require IDEMIA's receipt of a Customer P.O., Customer's completion of IDEMIA's P.O. Waiver form, or Customer providing IDEMIA with a valid credit card number before work by IDEMIA is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by IDEMIA before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. IDEMIA's inspection will be billed at IDEMIA's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from IDEMIA or an IDEMIA authorized or identified vendor, at Customer's sole expense: (i) all IDEMIA and third-party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. IDEMIA will specify the hardware and third-party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact IDEMIA's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon IDEMIA's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and IDEMIA's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach. Customer reserves the right to terminate the Agreement or any Addendum, for its convenience, with or without cause, with a sixty (60) day written notice of termination. Such termination may include all or part of the Services. Upon such termination, payment will be made to IDEMIA for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice IDEMIA shall promptly discontinue services unless the notice directs otherwise.

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual

maintenance fee during any renewal term will be IDEMIA's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (45) days of the date of IDEMIA's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of IDEMIA, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay IDEMIA's fees for Services or parts as provided hereunder when due: IDEMIA may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay IDEMIA's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

C. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant to the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

D. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate Product/Service as of the Effective Date of the parties' Agreement.

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

IDEMIA shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. **Excluding Indemnity obligations, gross negligence, willful misconduct, and violations of law.** IN NO EVENT SHALL IDEMIA'S

AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE THE LIMITS OF INSURANCE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. LIMITED LICENSE TO UPDATES

IDEMIA may deliver IDEMIA-developed Updates to Customer. The terms of IDEMIA's end user license for the IDEMIA's software delivered as part of the System shall govern Customer's use of the Updates.

IX. INDEMNIFICATION AND INSURANCE

A. Indemnification. IDEMIA agrees to indemnify, defend and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. IDEMIA indemnification obligation applies to the Customer's "active" as well as "passive" negligence but does not apply to the Customer's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

B. Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, IDEMIA shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

X. MISCELLANEOUS

C. Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of California, excluding its conflict of laws provisions. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any

law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of IDEMIA and the Customer.

E. Assignment. This Agreement may not be assigned by either party without the prior express written consent of the other party.

F. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). IDEMIA has disclosed to San Bernardino County ("County") using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer, including County Sheriff within the earlier of: (1) the date of the submission of IDEMIA's proposal to the County, or (2) 12 months before the date this Agreement was approved by the Board of Supervisors. IDEMIA acknowledges that under California Government Code section 84308, IDEMIA is prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer, including County Sheriff, for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, IDEMIA will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of IDEMIA or by a parent, subsidiary or otherwise related business entity of IDEMIA.

G. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and IDEMIA have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

IDEMIA IDENTITY & SECURITY USA
LLC

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

►

(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

By _____
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|--|----------------------------------|---|
| ► Supervising Deputy County Counsel, Bonnie Uphold Date _____ | ► _____ Date _____ | ► Chief Deputy Director of Sheriff's Administration, Carolina Mendoza Date _____ |

ATTACHMENT A INSURANCE REQUIREMENTS

IDEMIA agrees to provide insurance set forth in accordance with the requirements herein. If IDEMIA uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, IDEMIA agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, IDEMIA shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of IDEMIA and all risks to such persons under this Agreement. If IDEMIA has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – IDEMIA shall carry General Liability Insurance covering all operations performed by or on behalf of IDEMIA providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If IDEMIA is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If IDEMIA owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.
2. **Additional Insured.** All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** IDEMIA shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit IDEMIA and IDEMIA’s employees or agents from waiving the right of subrogation prior to a loss or claim. IDEMIA hereby waives all rights of subrogation against the Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
5. **Severability of Interests.** IDEMIA agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between IDEMIA and the Customer or between the Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** IDEMIA shall furnish Certificates of Insurance to the Customer Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and IDEMIA shall maintain such insurance from the time IDEMIA commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, IDEMIA shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by IDEMIA or Customer payments to IDEMIA will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by the Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Customer, inflation, or any other item reasonably related to the Customer’s risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. IDEMIA agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Customer.



ATTACHMENT B

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets;

the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Idemia Identity & Security USA LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|------------------|-----------------|
| Morpho USA, Inc. | Holding Company |
| | |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|--------------|----------|---|
| | | |
| | | |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal Agent(s): and/or |
|--------------|-------------------|----------------------------|
|--------------|-------------------|----------------------------|

| | | |
|--|--|--|
| | | |
| | | |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| | |
| | |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor

understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.