Dale County Commission

Commission Meeting Minutes – July 28, 2020

The Dale County Commission convened in a regular session Tuesday, July 28, 2020. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary and District; and Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:15am. Commissioner Wilson opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA
Commissioner Gary made a motion to approve the agenda with two changes 1) add one item to Personnel 2) remove item #2, Dale County Dept of Human Resources Board.

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS
Commissioner McKinnon made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 87290-87532.
- Payroll Check Numbers: 154682-154696.
- Direct Deposit Check Numbers: 35266-35449.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – JULY 14, 2020 MINUTES
Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on July 14, 2020.

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.
**APPROVED – PERSONNEL**

Commissioner Gary made a motion to approve the following:

- Brandon Collis – Jail – from temporary to full time Jailer - $11.12/hr.
- Michael Toole – Jail – temporary Jailer - $10.00/hr.
- Kessler Bryce Tharp – Jail - temporary Jailer - $10.00/hr.
- Steve Helms – Road & Bridge – part-time Equip Operator I - $15.15/hr.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – CAPITAL FUND 116 EXPENDITURE – HEAT PUMP**

Commissioner Gary made a motion to approve an expenditure and budget adjustment for Fund 116 – Capital Improvement for a 5.0T Seer Heat pump, $6,455.00, for the Dale County Government Building.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – CORRECTED EMS FUNDING DISTRIBUTION – APR-JUN, 2020**

Commissioner McKinnon made a motion to approve the corrected EMS Funding Distribution for April-June, 2020. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – MASS NOTIFICATION ALERT SYSTEM – EMA**

Commissioner Gary made a motion to approve a one-year agreement with Everbridge for Critical Even Mass Notification System Agreement. Cost $11,287.50. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – AD VALOREM JAIL TAX – FUND 151**

Commissioner Carroll made a motion to approve the agreement with Idemia for the upgrade of the fingerprint machine, $2,934.00. See Exhibit 3.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.
APPROVED — CREDIT CARD LIMIT INCREASE
Commissioner McKinnon made a motion to approve the credit limit from $10,000 to $15,000 for the credit card held by the Administrator.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT — NEXT REGULAR MEETING
Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, August 11, 2020 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT
Commission Gary made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

Mark Blankenship, Commission Chairman
<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,877.00</td>
<td>10%</td>
</tr>
<tr>
<td>$6,687.00</td>
<td>10%</td>
</tr>
<tr>
<td>$6,497.00</td>
<td>10%</td>
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<tr>
<td>$6,307.00</td>
<td>10%</td>
</tr>
<tr>
<td>$6,117.00</td>
<td>10%</td>
</tr>
<tr>
<td>$5,927.00</td>
<td>10%</td>
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<tr>
<td>$5,737.00</td>
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<tr>
<td>$5,547.00</td>
<td>10%</td>
</tr>
<tr>
<td>$5,357.00</td>
<td>10%</td>
</tr>
<tr>
<td>$5,167.00</td>
<td>10%</td>
</tr>
</tbody>
</table>

Date Commission Approved: 7/28/2020

Total Available Funds (as of May 2020): $6,497.00
Prepared for:
Kurt McDaniel
Dale County EMA, AL
202 S. Hwy 123, Suite C
Ozark AL 36360
United States
Ph: (334) 774-6025
Fax:
Email: daleema@centurylink.net

Quotation

Quote #: Q-53271
Date: 7/13/2020
Expires On: 9/30/2020
Confidential
Salesperson: David Gonzalez
Phone: 781-859-4041
Email: david.gonzalez@everbridge.com

Contract Summary Information:
Contract Period: 12 Months
Contract Start Date: 10/1/2020
Contract End Date: 9/30/2021

Contact Summary:
Household Count: 19,112
Employee Count: 500

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mass Notification Pro</td>
<td>USD 11,287.50</td>
</tr>
</tbody>
</table>

Pricing Summary:
Year One Fees: USD 11,287.50
One-time Implementation and Setup Fees: USD 0.00
Professional Services: USD 0.00
Total Year One Fees Due: USD 11,287.50

Messaging Credit Amount:
Year One Credit: 1,500,000
1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.

2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.

3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.

4. Subject to sales taxes where applicable.

5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature: ________________________ Date: ________________

Name (Print): ____________________ Title: __________________

To accept this quote, sign, date and return:

Signature: ________________________ Date: 7/28/20

Name (Print): ____________________ Title: __________________

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!
EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "Public Communications"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle® Branded Products:

1. Messaging Credits. The Solutions include units of usage ("Messaging Credits") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("Notifications"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. Usage. Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
   - SMS Text messages:
     - For messages that contain only GSM characters, each 153 characters or portion thereof.
     - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
     - GSM characters include only characters in the GSM 7-bit default alphabet.
     - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
   - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
   - TTY: One minute per TTY message.
   - Fax: Per page transmitted.

3. Role-based Limits. If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth in the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

4. Other Usage Limits. If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.

5. Data Feeds. Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "Data Feed" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

6. **Resident Connection Data.** If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("Resident Connection Data") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.

8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("Secure Messaging"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secure Messaging products for healthcare are subject to our Business Associate Agreement, available at [https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf](https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf), which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

**Non-Emergency Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "Consumer Protection Law"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at [http://nsmagiobai.com/policies/code-of-conduct](http://nsmagiobai.com/policies/code-of-conduct).
EVERBRIDGE MESSAGING CREDITS

For the Critical Event Management, Mass Notification, Safety Connection, IT Alerting, Crisis Management and Community Engagement Solutions, Clients will have access to an annual allowance of Messaging Credits that can be used for Notifications. The specific number of Messaging Credits are included on the product Quote and are applied per Notification according to the table below.

Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If Client exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then Client shall pay for such overages and charges back to the date they were incurred.

Messaging Credits shall be calculated and consumed as follows:

<table>
<thead>
<tr>
<th>Message Modality</th>
<th>Email</th>
<th>Push Notification</th>
<th>Pager</th>
<th>Voice</th>
<th>SMS Text</th>
<th>Conference Voice</th>
<th>TTY</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit of Measure</td>
<td>per email sent</td>
<td>per mobile app notification</td>
<td>per pager message sent</td>
<td>per minute of the voice call</td>
<td>per SMS message</td>
<td>per minute of the voice call</td>
<td>per TTY message</td>
<td>per page sent</td>
</tr>
<tr>
<td>REGION 1: NORTH AMERICA</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>10</td>
<td>5</td>
<td>10</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>REGION 2: EUROPE</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>40</td>
<td>30</td>
<td>40</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>REGION 3: SOUTH AMERICA</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>190</td>
<td>40</td>
<td>190</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>REGION 4: AFRICA</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>400</td>
<td>50</td>
<td>400</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>REGION 5: ASIA</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>70</td>
<td>30</td>
<td>70</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>REGION 6: OCEANIA</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>100</td>
<td>40</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>REGION 7: MIDDLE EAST</td>
<td>free</td>
<td>free</td>
<td>free</td>
<td>170</td>
<td>30</td>
<td>170</td>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

A single Notification consists of:
- SMS Text:
  - For messages that contain only GSM characters, each 153 characters or portion thereof.
  - For messages that contain non-GSM characters, each 67 characters or portion thereof.
  - GSM characters include only characters in the GSM 7-bit default alphabet.
- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: Per TTY call.
- Fax: Per page transmitted.

For example:
- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts * 1 Notification/contact * 5 Messaging Credits per US SMS message).
- Voice Notification (each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts * 30 seconds = 15,000 minutes of calls * 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts * 2 Notifications/contact * 30 Messaging Credits per Asian SMS message + 2000 contacts * 2 Notifications/contact * 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days’ prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.
July 13, 2020

Captain Nelson
Dale County Jail
124 Adam St
Ozark AL
Cell 334-733-8687
Email: rnelson@daledo.com

Reference No. IDAL-L071320-02

IDEMIA is pleased to provide Dale County Jail with the following proposal to upgrade the existing LiveScan System to Windows 10 Operating System (OS).

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDEMIA LiveScan System Upgrade to Windows 10 OS:</td>
<td>1</td>
<td>$2,934</td>
<td>$2,934</td>
</tr>
<tr>
<td>- Upgrade of LiveScan System Software</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- NEW Computer with Windows 10 OS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- On-site Installation, Reconfiguration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Freight</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The proposed Upgrade Services are limited to the upgrade of the existing LiveScan System to Windows 10 OS.

Customer Responsibilities
Dale County Jail is responsible for the following:
- Providing necessary faculty resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- Obtaining all required authorizations for connectivity.

Assumptions
In developing this proposal, IDEMIA has made the following assumptions:
- Upgrade Services are limited to the upgrade of the existing LiveScan System to Windows 10 OS.
- The IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- Dale County Jail will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Dale County Jail database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached.
Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: November 30, 2020

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@idemia.com | Mobile: (951) 833-2333 | Office: (714) 575-2956

We look forward to working with you.

Sincerely,

Michael Kato
Vice President of Public Security, State & Local Government - IDEMIA
By signing this signature block below, Dale County Jail agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature

Name

Date 7/28/20

Total Purchase Price (including any Options): ________________________________

Please provide Billing Address:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Check if Billing Address is same as Shipping Address:  

Please provide Shipping Address (if different from Billing Address):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).
Idemia Identity & Security USA LLC Short Form Sales Agreement

1. **Scope.** Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and __________, ("Customer"), having a place of business at __________, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated __________. These terms and conditions, together with the Proposal or Quote, comprise the Agreement. Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. **Price, Payment and Sales Terms.** The Contract Price is U.S. $________, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. **Software.** If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software license agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA. In which case the SLA applies and the owner will have all rights and protections under the SLA as the Licenser. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. **Express Limited Warranty and Warranty Disclaimer.** IDEMIA Software is warranted in accordance with the SLA.

5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, event or of a third party that is beyond a party’s reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to resolve the dispute and will share equally all the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. **Confidential Information and Preservation of Proprietary Rights.** The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party, take necessary and appropriate precautions to protect the information, and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. **Miscellaneous.** Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supercedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):  
Signed: __________  
Name: __________  
Title: __________  
Date: __________  

NAME ("CUSTOMER"):  
Signed: __________  
Name: Mark Blackshey  
Title: Chairman  
Date: 7/28/20
EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term ‘Licensor’ means Idemia Identity & Security USA LLC, ("IDEMIA"); ‘Licensee,’ means the Customer, ‘Primary Agreement’ means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement), and ‘Agreement’ means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

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11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

Reference: IDAL-L071320-02
Page 6 of 6
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