

**AFIS**

LiveScan System Cabinet	\$18,053
Printer	\$1,409
LiveScan System Portable	\$7,735
Portable Carrying Case	\$725
Total 1 <sup>st</sup> year	<b>\$27,922</b>
Cabinet Warranty	\$2,731
Printer Annual Maintenance	\$212
Portable Annual Maintenance	\$2,280
Reoccurring	<b>\$5,223</b>



5515 East La Palma Avenue  
Suite 100  
Anaheim, CA 92807

February 22, 2023

Wendy Wade #2971  
Detention Officer  
Texas City Police Department  
1004 9th Ave N  
Texas City TX 77590

Tel: (409) 643-5765  
Email: [wwade@texascitytx.gov](mailto:wwade@texascitytx.gov)

Reference No. IDTX-L022223-04



IDEMIA is pleased to provide Texas City Police Department with the following price quote for the IDEMIA LiveScan System equipped with standard Harris County profiles for submission directly to the Harris County (HCSO) AFIS Database.

**IDEMIA's fully integrated LiveScan solution provides Texas City Police Department the following features and benefits:**

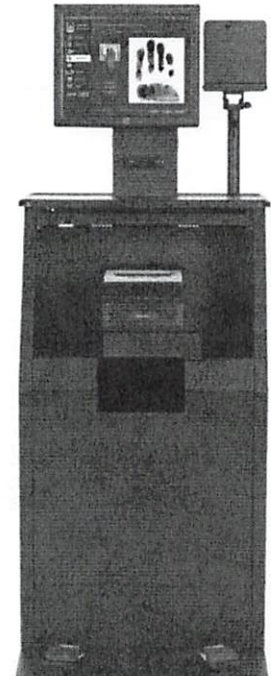
- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture
- ◆ Full compliance with HCSO AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Desktop



Portable



Cabinet

**Solution Description and Pricing**

IDEMIA proposes the equipment and services described in Tables 1 - 6. Tables 1-3 show IDEMIA LiveScan Systems with Tenprint / Palm capture; Tables 4-6 show LiveScan Systems with Tenprint (Fingerprint) only capture.

*Note: LiveScan Systems being used for criminal or sex offender submission require Mugshot capture.*

**Tenprint/Palm Capture – Tables 1 - 3**

**Tenprint/Palm Capture - Cabinet**

Table 1. Pricing / Maintenance

Description		Unit Price
ESLC-F0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DT2200-00 ESLO-CDMSUG-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	<b>IDEMIA LiveScan System Cabinet Tenprint/Palm Capture, including:</b> <ul style="list-style-type: none"> <li>◆ IDEMIA LiveScan System Software</li> <li>◆ FBI Appendix F Certified Tenprint/Palm 500ppi Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>◆ Computer, Touch screen monitor, keyboard</li> <li>◆ Ruggedized Cabinet fixed-height with foot pedal for hands free advancement</li> <li>◆ Mugshot Capture Module (camera, Software, mounting hardware)</li> <li>◆ Standard HCSO profiles and workflows</li> <li>◆ UPS</li> <li>◆ Installation / On-site Training</li> <li>◆ <b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>◆ Freight</li> </ul>	<b>\$18,053</b>
ESLC-F0M53E-1M	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	<b>\$2,731</b>
<b>*Please see Table 7 Options for Tenprint Card Printer pricing*</b>		

**Tenprint/Palm Capture - Desktop**

Table 2. Pricing / Maintenance

Description		Unit Price
ESLC-D0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DT2200-00 ESLO-TDMSUG-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	<b>IDEMIA LiveScan System Desktop Tenprint/Palm Capture, including:</b> <ul style="list-style-type: none"> <li>◆ IDEMIA LiveScan System Software</li> <li>◆ FBI Appendix F Certified Tenprint/Palm 500ppi Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>◆ Computer, Touch screen monitor, keyboard</li> <li>◆ Foot pedal for hands free advancement</li> <li>◆ Mugshot Capture Module (camera, Software, tripod)</li> <li>◆ Standard HCSO profiles and workflows</li> <li>◆ UPS</li> <li>◆ Installation / On-site Training</li> <li>◆ <b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>◆ Freight</li> </ul>	<b>\$15,778</b>
ESLC-D0M53E-1M	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	<b>\$2,356</b>
<b>*Please see Table 7 Options for Tenprint Card Printer pricing*</b>		

Current shipping is 60+ days after receipt by IDEMIA of Texas City Police Department completed pre-install documentation, or as otherwise scheduled.

Tenprint/Palm Capture - Portable

Table 3. Pricing / Maintenance

	Description	Unit Price
ESLC-T0M53E-00 ESLO-0LS050-00 ESLO-TDMSUG-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	<b>IDEMIA LiveScan System Portable Tenprint/Palm Capture, including:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint/Palm 500ppi Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>• Laptop Computer</li> <li>• Foot pedal for hands free advancement</li> <li>• Mugshot Capture Module (camera, Software, tripod)</li> <li>• Standard HCSO profiles and workflows</li> <li>• UPS</li> <li>• Installation / On-site Training</li> <li>• <b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>• Freight</li> </ul>	\$17,178
0799-717000-00	<b>Portable Carrying Case</b>	\$1,063
ESLC-T0M53E-1M	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	\$2,587
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>		

Current shipping of Portable Palm Capture Systems is at a future date to be determined based on completion/release of new LiveScan Software or as otherwise scheduled.

Tenprint (Fingerprint) Capture – Tables 4 - 5

Tenprint (Fingerprint) Capture - Cabinet

Table 4. Pricing / Maintenance

	Description	Unit Price
ESLC-F0M50E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	<b>IDEMIA LiveScan System Cabinet Tenprint, including:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint 500PPI Scanner</li> <li>• Computer, monitor, keyboard</li> <li>• Ruggedized Cabinet fixed-height</li> <li>• Standard HCSO profiles and workflows</li> <li>• UPS</li> <li>• Installation / On-site Training</li> <li>• <b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>• Freight</li> </ul>	\$9,352
ESLC-F0M50E-1M	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	\$1,806
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>		

Tenprint (Fingerprint) Capture - Desktop

Table 5. Pricing / Maintenance

	Description	Unit Price
LS-D-TOP2020-22 TPL2-SSMALL-00 TP-IAT-CUSTOM	<b>IDEMIA LiveScan System Desktop Tenprint, including:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint 500PPI Scanner</li> <li>• Computer, monitor, keyboard</li> <li>• Standard HCSO Workflows and Profiles</li> <li>• Installation / On-site Training</li> <li>• <b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>• Freight</li> </ul>	\$6,195
ESLC-D0M51E-1M	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	\$1,780

Description	Unit Price
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>	

**Tenprint (Fingerprint) Capture - Portable**

Table 6. Pricing / Maintenance

Description	Unit Price
LS-P-TOP2020 TP-IAT-CUSTOM <b>IDEMIA LiveScan System Portable Tenprint, including:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint 500PPI Scanner</li> <li>• Laptop Computer</li> <li>• Standard HCSO Workflows and Profiles</li> <li>• Installation / On-site Training</li> <li>• <b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>• Freight</li> </ul>	<b>\$7,735</b>
0799-717004-00 <b>Portable Carrying Case</b>	<b>\$725</b>
ESLC-T0M51E-1M <i>Optional Annual Maintenance: (to start after 1<sup>st</sup> Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement</i>	<b>\$2,280</b>
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>	

Current shipping of Tenprint (fingerprint) capture Systems is at a future date to be determined based on completion/release of new LiveScan Software or as otherwise scheduled.

Annual Maintenance prices shown above are for Year 2 only.

**Options and Pricing**

IDEMIA equipment options and pricing described in Table 7.

Table 7. Pricing / Maintenance

Description	Unit Price	Annual Maintenance*
D120-ANA000-00 D130-ANA001-00 <b>Printer Black &amp; White Tenprint Card, Duplexer, +1 additional Tray</b>	<b>\$1,409</b>	<b>\$212</b>

\*Annual Maintenance to start after 1<sup>st</sup> Year Warranty



**Customer Responsibilities**

Texas City Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Compliance with HCSO requirements using HCSO approved method for electronic transfer
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Texas City Police Department network devices.
- ◆ Obtaining all required authorizations for connecting to the HCSO AFIS.
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Texas City Police Department responsibility. IDEMIA does not offer or resell these items.

**Assumptions**

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ With the exception of the Harris County AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between Texas City Police Department and Harris County will be in place.
- ◆ Texas City Police Department will provide all necessary communication to connect to Harris County. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity to Harris County has been established and verified and IDEMIA's Program team has received the Texas City Police Department completed pre-install documentation.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

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 Texas City Police Department 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 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

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 makes its best effort to provide a suitable replacement.

**Pricing is valid through: March 30, 2023**

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

**Noemi Islas**  
**IDEMIA**  
**5515 East La Palma Avenue, Suite 100**  
**Anaheim, CA 92807**  
**Email: [noemi.islas@us.idemia.com](mailto:noemi.islas@us.idemia.com) | Mobile: (657) 652-4447**

We look forward to working with you.

Sincerely,



Casey Mayfield  
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

## Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
<b>Software Support 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support - On-site 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

\*Customer local time

By signing this signature block below, Texas City Police Department agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services:

**Signature Authorization for Order:**

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

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

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

**Total Purchase Price (including any Options):** \$ \_\_\_\_\_

**PLEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE**

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

**Please provide Billing Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Billing Contact name**

\_\_\_\_\_

**Telephone number (     )**

\_\_\_\_\_

**Email**

\_\_\_\_\_

**Check if Billing Address is same as Shipping Address:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Technical Contact name**

\_\_\_\_\_

**Telephone number (     )**

\_\_\_\_\_

**Email**

\_\_\_\_\_

**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. 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 Licensor. 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, or act 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 mediate the dispute and will share equally 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 OTHER SPECIAL, INCIDENTAL, INDIRECT, 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, supersedes 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 \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## 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:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

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