

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GEMALTO COGENT, INC.

This Agreement is entered into this 18th day of December, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Gemalto Cogent, Inc. hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing the County with an ABIS upgrade to the existing Cogent Automated Fingerprint Identification System (CAFIS).

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Payments and Rates
Exhibit B – Gemalto Statement of Work
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Four Hundred Sixty-One Thousand Six Hundred Sixty-Two Dollars and Zero Cents (\$461,662.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **February 1, 2019** through **January 31, 2021**.

5. TERMINATION

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have ten (10) business days after receipt of such notice to respond and a total of thirty (30) calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. HOLD HARMLESS

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions resulting from the performance of any work or services required of Contractor under this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which

County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct or that of its employees, officers, or agents.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's intellectual property rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy. Neither a change in carrier or a non-

material change to an existing policy shall trigger notice under this Section as long as (as to a change in carriers), the new policy meets all of the requirements of this Section.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's performance of its obligations under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. NON-DISCRIMINATION AND OTHER REQUIREMENTS

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified

Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. RETENTION OF RECORDS: RIGHT TO MONITOR AND AUDIT

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit

agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. MERGER CLAUSE: AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. CONTROLLING LAW: VENUE

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In case of County to:

Veronica Ruiz
Management Analyst
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
650.363.7819
vruiz@smcgov.org

In the case of Contractor to:

Corey Kennedy
Gemalto Cogent, Inc.
639 North Rosemead Blvd.
Pasadena, CA 91107
626.325.9600
Corey.kennedy@gemalto.com

18. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. PAYMENT OF PERMITS/LICENSES

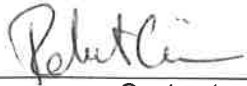
Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. LIMITATION ON LIABILITY

To the extent permitted by applicable law, in no event will Contractor be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, incurred by County in a contract action, even if Contractor has been advised of the possibility of such damages or if such damages are foreseeable. To the extent permitted by applicable law, in no event will Contractor's cumulative liability for contract damages related to this Agreement exceed the amounts actually paid by County to Contractor under this Agreement. County acknowledges that the limitations of liability in this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Gemalto Cogent would not have entered into this Agreement. Gemalto Cogent's pricing reflects this allocation of risk and the limitation of liability specified herein.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: GEMALTO COGENT, INC.

 _____ Contractor Signature	<u>8/16/2018</u> _____ Date	<u>ROBERT CIMPEANU</u> _____ Contractor Name (please print)
--	-----------------------------------	---

COUNTY OF SAN MATEO

By: _____
CAL-ID Designee

Date: _____

By: _____

EXHIBIT A

PAYMENTS & RATES

In consideration of the services provided by Contractor as described in Exhibit B (Gemalto Statement of Work) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Rates

A. County shall pay Contractor according to the following milestone payment schedule:

- 1) 20% of total project cost due upon start of project
- 2) 40% of total project cost due upon hardware delivery
- 3) 25% of total project cost due upon cutover to live system
- 4) 15% of total project cost due upon 30 days of production use

2. Payment

A. Invoicing Procedures.

1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services/work completed for the invoiced period

B. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$461,662**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable correct invoice.

Exhibit B – Gemalto Scope of Work

Copy attached

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Rebecca Capo - Name of 504 Person:

Gemalto Cogent, Inc. - Name of Contractor(s):

Gemalto, Inc., 9442 Capital of Texas Highway North Street - Address or P.O. Box:

Austin, TX 78759 - City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP – Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium, which are created specifically for the County pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendor to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. **Limited License.** Subject to County's compliance with the terms and conditions of the Agreement and its Exhibits and Attachments, Gemalto Cogent hereby grants and agrees to grant to County a non-exclusive, non-transferable license (without the right to sublicense):
 - (a) to use the Licensed Software solely for County's own business operations, solely at the installation Site and on the hardware on which the Licensed Software is first installed (or, on a temporary basis, on a backup system at the installation Location if such equipment is inoperative), consistent with the limitations specified or referenced in the Agreement, its Exhibits and Attachments, and the documentation;
 - (b) to use the documentation provided with the Licensed Software in support of County's authorized use of the Licensed Software; and
 - (c) to make one copy of the Licensed Software solely for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.

7. Restrictions. County will not copy or use the Licensed Software (including the documentation) except as expressly permitted by this Agreement and its Exhibits and Attachments. County will not modify the Licensed Software, except to the extent expressly approved in advance by Gemalto Cogent in writing. County may not sublicense, sell, lend, give, transfer, assign, rent or lease the Licensed Software or use the Licensed Software for third-party training, commercial time-sharing or service bureau use. County will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Licensed Software, except to the extent expressly permitted by applicable law, and then only after (i) County has notified Gemalto Cogent in writing of its intended activities and the information sought and (ii) Gemalto Cogent fails to provide County with such information within a reasonable period of time following such notice. County will not remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary right related to the Licensed Software. County hereby acknowledges and agrees that all Licensed Software is licensed and not sold to County.

8. Transfer. If the hardware purchased hereunder is sold or assigned to a third party, County will remove all Licensed Software from such hardware prior to delivery to the third party. Gemalto Cogent may grant the new owner or assignee a license to the relevant Licensed Software, provided that the new owner or assignee agrees to Gemalto Cogent's then-current Licensed Software license terms and conditions (including Gemalto Cogent's then-current fees) and such other terms as Gemalto Cogent may reasonably require.

9. Verification. At Gemalto Cogent's written request, and not more frequently than is reasonable under the circumstances, (a) County will verify in writing that the Licensed Software is being used pursuant to the provisions of the Agreement and its Exhibits and Attachments, and (b) Gemalto Cogent may audit County's use of the Licensed Software electronically or at County's facilities. Any such audit at County's facilities will be conducted during regular business hours and no audit will unreasonably interfere with County's business activities.

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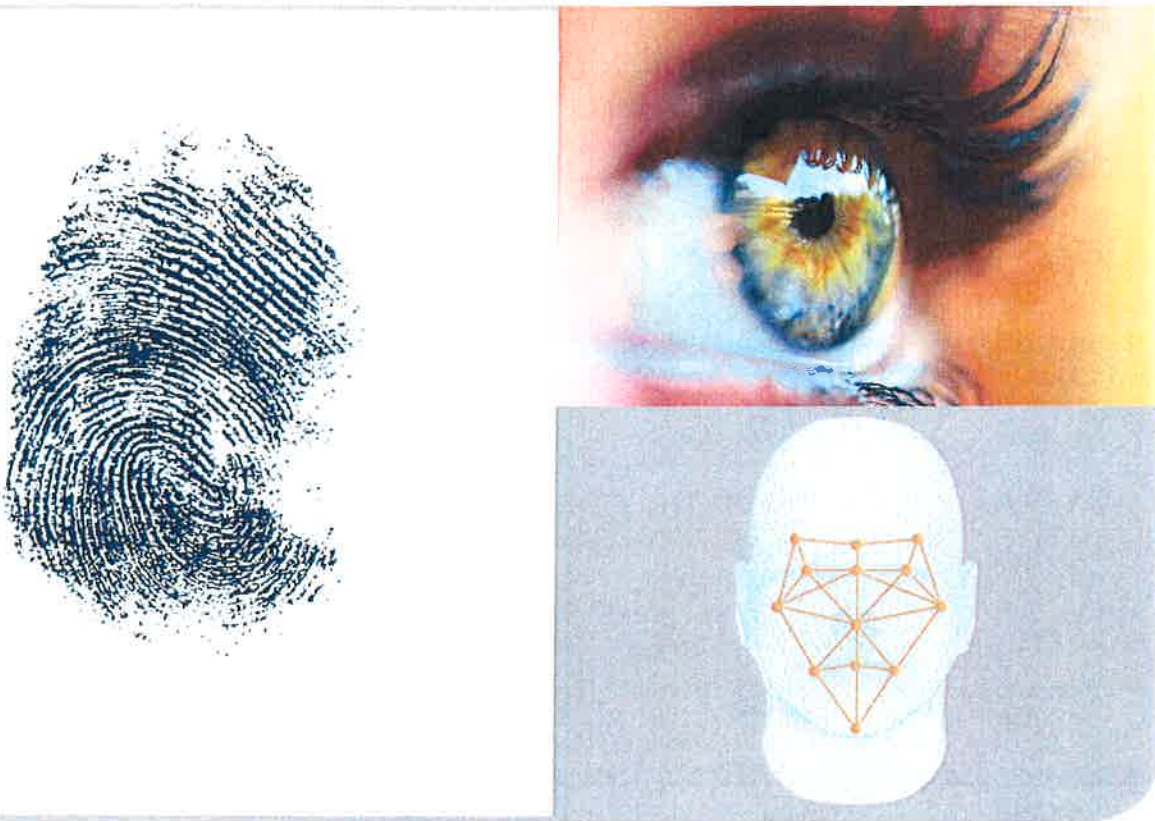


EXHIBIT B

to

Agreement between County of San Mateo and Gemalto Cogent, Inc.

GOVERNMENT PROGRAMS



**San Mateo ABIS
Statement of Work (SOW)**

Disclaimer

The information contained within this document is and shall remain the property of Gemalto. This document is supplied in strict confidence and must not be produced in whole or in part, used in tendering or for manufacturing purposes or given or communicated to any third party without the prior consent from Gemalto.

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Version	Date	Author	Description
1.0	1/16/18	CK/WS/ES	Initial draft
1.1	1/19/18	SAM	Updated the document
1.2	5/15/18	CK	Updated and Signed
1.3	7/5/18	SAM	Updated the document to align with base Agreement
1.4	7/30/18	SAM	Created final clean copy to attach to contract
1.5	8/16/18	SAM	Clean up Table of Contents

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1. Introduction

Gemalto will provide San Mateo County with an ABIS upgrade to the existing Gemalto Cogent Automated Fingerprint Identification System (CAFIS), as set forth in this SOW.

1.1. Customer Background

Existing System

San Mateo's loaned system currently has the following existing configuration, which Gemalto will use as a baseline for configuration and convert any existing records in the new system:

- CAFIS 6
 - Remote ID Workstation (s)
- LiveScan v4 Booking and Applicant Livescan systems

System Upgrade

Gemalto will perform the following ABIS upgrade tasks:

- Install upgraded CABIS 7 server hardware and software
 - One software matching system
 - One WebID server for mobile ID support for mobile devices
 - MS SQL will be compatible with the latest backend version as well as the frontend
- Install upgraded CABIS 7 client workstation hardware and software
 - One (1) CABIS tenprint verification workstation With Type 2 Edit and SAF functions
- Validate that all Gemalto Cogent applications are installed and functional
- Interface with Cal-DOJ, search transactions are forwarded to FBI NGI
- Train ten print users on new software functionality
- Provide San Mateo with instructions and offer assistance

System Benefits

San Mateo intends to reduce risk by performing the following.

- Updating hardware to reduce likelihood of failure
- Refresh operating system to reduce security vulnerabilities
- Consolidate the Functions of the Tenprint identification and SAF system
- Improve workflow

Future Capabilities

San Mateo has expressed an interest in adding the following future capabilities:

- Mobile devices
- Ability to scale system capacity and performance

2. Scope of Work

The project scope defines the concept and range of the proposed solution as well as what will be included in the solution by Gemalto and the components and services that will not be provided. Clarifying the scope and limitations helps to establish realistic expectations of the many stakeholders. It also provides a reference, against which, proposed features and requirement changes can be evaluated.

2.1. System Architecture

San Mateo ABIS Upgrade

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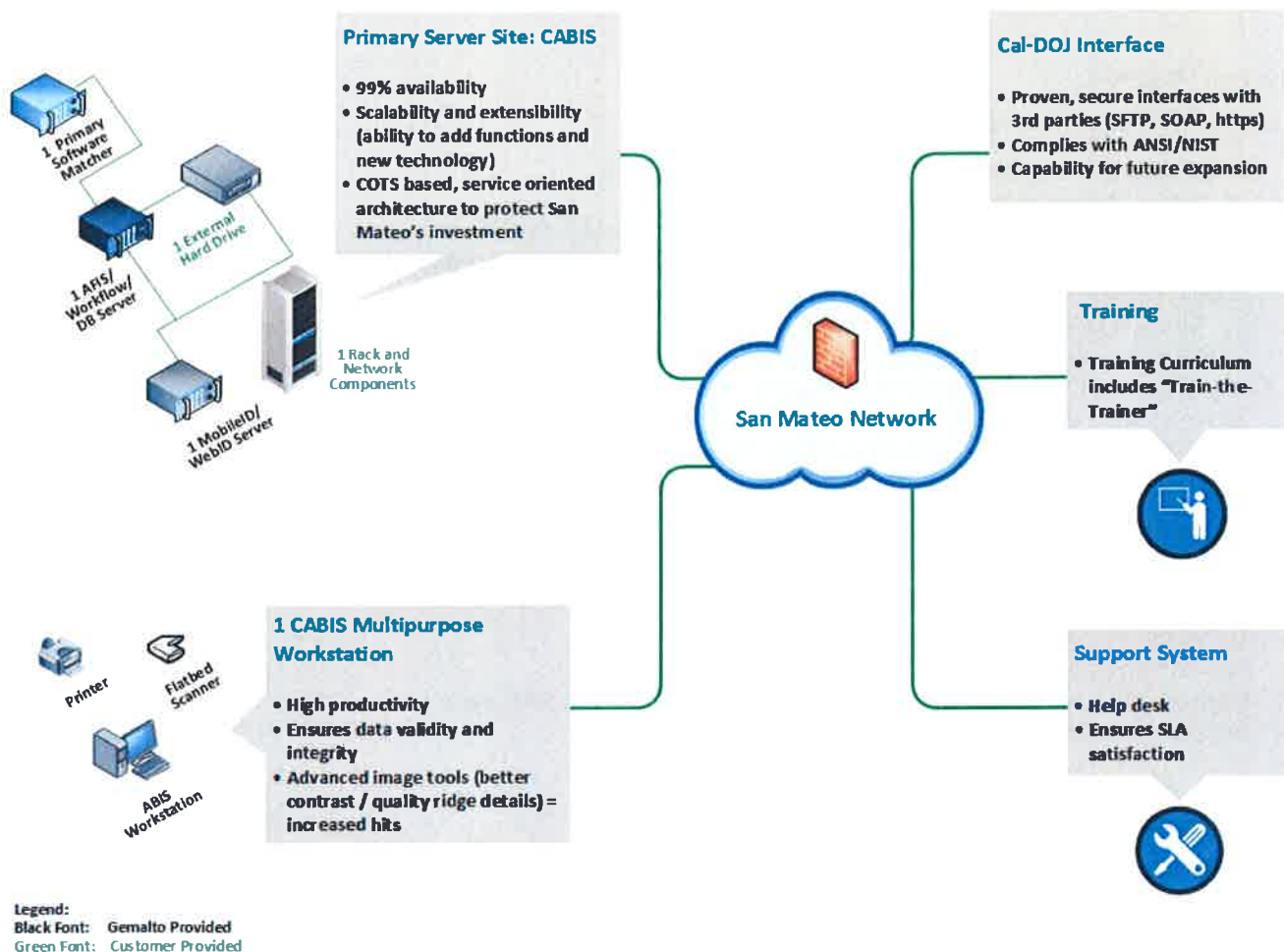


Figure 1: San Mateo ABIS Upgrade Architecture

2.2. Bill of Materials

The San Mateo ABIS upgrade hardware and software components are presented in the bill of materials and Figure 3.

Gemalto will provide the hardware as specified or a newer version that meets or exceeds the specifications of the listed hardware. Only the following hardware and software configurations will be supported. If hardware or software change during the project, change orders may be required to restore full compability of the components.

2.2.1. Server BOM

Component	Item	Mfg	Category	Version / Description	Qty
Primary Matcher	Core	HP	3rd Party HW	HP OEM DL360 Gen9 8-SFF CTO Server	1
	+CPU	Intel	3rd Party HW	Intel Xeon E5-2620 v4 8 Core 2.10GHZ	1
	+CPU	Intel	3rd Party HW	Intel Xeon E5-2620 v4 8 Core 2.10GHZ	1
	+RAM	HP	3rd Party HW	16 GB (1X16GB) DDR4 ECC DIMM	6
	+HD	HP	3rd Party HW	HP 900GB 10K 6GBPS SAS 2.5" SLIM SFF HD	2
	+RAID Controller	HP	3rd Party	HP Smart Array P440ar/2GB FBWC 12Gb 2-ports Int FIO SAS Controller	1
	+Power	HP	3rd Party HW	HP 500W Flex Slot Redundant Platinum Power Supplies	2
	+Software	Gemalto Cogent	Gemalto SW	Gemalto Cogent Software Matcher Licenses	1
	+OS	Microsoft	3rd Party SW	Windows Server Standard 2012 R2	1
	+Warranty	HP	3rd Party HW	HPE 3Y FC 24x7 DL360 Gen9 SVC	1
AFIS/Workflow/ DB Server	Core	HP	3rd Party HW	HP OEM DL360 Gen9 8-SFF CTO Server	1
	+CPU	Intel	3rd Party HW	Intel Xeon E5-2620 v4 8 Core 2.10GHZ	1
	+CPU	Intel	3rd Party HW	Intel Xeon E5-2620 v4 8 Core 2.10GHZ	1
	+RAM	HP	3rd Party HW	16 GB (1X16GB) DDR4 ECC DIMM	4
	+HD	HP	3rd Party HW	HP 900GB 10K 6GBPS SAS 2.5" SLIM SFF HD	8
	+RAID Controller	HP	3rd Party	HP Smart Array P440ar/2GB FBWC 12Gb 2-ports Int FIO SAS Controller	1
	+Power	HP	3rd Party HW	HP 500W Flex Slot Redundant Platinum Power Supplies	2
	+Fibre	HP	3rd Party HW	HPE 82Q 8Gb Dual Port PCI-e FC HBA	1
	+Cable	Belkin	3rd Party HW	3 meter LC/LC Multimode Optical Cable	1
	+Database	Oracle	3rd Party SW	Oracle Standard Edition 2 (Max 2 sockets) Includes RAC	1
	+Database	Oracle	3rd Party SW	Oracle BI Reporting	1

Component	Item	Mfg	Category	Version / Description	Qty
	+Software	Gemalto Cogent	Gemalto SW	CAFIS 6.x License	1
	+Software	Gemalto Cogent	Gemalto SW	Workflow Module License	1
	+Software	Gemalto Cogent	Gemalto SW	Image Encoder Module License	1
	+Software	Gemalto Cogent	Gemalto SW	User/Group Manager 2.x License	1
	+Software	Zabbix	3rd Party SW	System Monitoring	1
	+OS	Microsoft	3rd Party SW	Windows Server Standard 2012 R2	1
	+Warranty	HP	3rd Party HW	HPE 3Y FC 24x7 DL360 Gen9 SVC	1
MobileID / WebID server	Core	HP	3rd Party HW	HP OEM DL360 Gen9 8-SFF CTO Server	1
	+CPU	Intel	3rd Party HW	Intel Xeon E5-2620 v4 8 Core 2.10GHZ	1
	+CPU	Intel	3rd Party HW	Intel Xeon E5-2620 v4 8 Core 2.10GHZ	1
	+RAM	HP	3rd Party HW	16 GB (1X16GB) DDR4 ECC DIMM	2
	+HD	HP	3rd Party HW	HP 600GB 10K 6GBPS SAS 2.5" SLIM SFF HD	2
	+RAID Controller	HP	3rd Party	HP Smart Array P440ar/2GB FBWC 12Gb 2-ports Int FIO SAS Controller	1
	+Power	HP	3rd Party HW	HP 500W Flex Slot Redundant Platinum Power Supplies	2
	+Software	Gemalto Cogent	Gemalto SW	WebID Software License	1
	+Software	Gemalto Cogent	Gemalto SW	MobileID 5 Software License	1
	+OS	Microsoft	3rd Party SW	Windows Server Standard 2012 R2	1
	+Warranty	HP	3rd Party HW	HPE 3Y FC 24x7 DL360 Gen9 SVC	1
SAN					
Backup	External HDD	WD	3rd Party HW	WD 4TB external hard drive	1
Additional Components	Rack	HP	3rd Party HW	WILL BE PROVIDED BY THE San Mateo	1

Figure 2: San Mateo ABIS Bill of Materials – Server Components

2.2.2. Client BOM

Component	Item	Mfg	Category	Version / Description	Qty
Desktop CABIS Workstation	Desktop	HP Compaq	3rd Party HW	HP Workstation Z240	1
		Intel	3rd Party HW	Core i7 6700 / 3.4 GHz	1
		HP Compaq	3rd Party HW	8 GB DDR3 SDRAM	1
		HP Compaq	3rd Party HW	1TB HDD SATA - 7200 rpm	1
	Display	Monitor	3rd Party HW	HP Z22n - LED monitor - 21.5	1
		Intel	3rd Party HW	HD Graphics	1
		Intel	3rd Party HW	Integrated Gigabit Ethernet	1
	Warranty	HP Compaq	3rd Party HW	3/3/0 Year Worldwide Limited Warranty	1
	Printer	Lexmark	3rd Party HW	Lexmark MS810 series laser printer -- FBI-Certified Printer	1
	Scanner	Epson	3rd Party HW	Perfection V800 flatbed scanner -- High-resolution flatbed scanner for scanning and digitization of tenprint cards, palm print cards, and color photo images	1
	Software	Gemalto Cogent	Gemalto SW	UGM	1
	Software	Gemalto Cogent	Gemalto SW	CABIS Client Series 6.x License	1
	BlueCheck	Gemalto Cogent	Gemalto HW	BlueCheck IIU	2
	Software	Gemalto Cogent	Gemalto SW	WebID Client	1
	Software	Gemalto Cogent	Gemalto SW	MobileID 5 Client	1

Figure 3: San Mateo ABIS Bill of Materials – Client Components

Scanners and Printers

San Mateo County will utilize their existing scanners and printers unless the peripheral hardware is deemed to be incompatible with the new version of software. In this instance, Gemalto will provide San Mateo with a quotation to purchase compatible scanners and printers.

2.3. System Performance

2.3.1. Response Times

Figure 4 presents the San Mateo ABIS response time performance levels for the transaction types listed, meeting San Mateo's requirements. Response time is calculated from receipt of request at Matching Subsystem through to Matching Subsystem response generation.

Search Type	Gemalto's Maximum Response Time
Tenprint to Tenprint (TP:TP)	30 seconds
Tenprint to Unsolved Finger Latent (TP:UL)	60 seconds
Palm Print to Unsolved Palm Latent (PP:PL)	60 seconds
Rapid ID Fingerprint 1:N ID Search	15 seconds

Figure 4: San Mateo ABIS Response Times

2.3.2. Throughput

Figure 5 presents the San Mateo ABIS throughput workload performance levels for the transaction types listed, meeting San Mateo's requirements.

Search Type	Gemalto's Peak Hour Workloads
Tenprint to Tenprint (TP:TP)	10 transactions/hour
Tenprint to Unsolved Finger Latent (TP:UL)	Unused
Palm Print to Unsolved Palm Latent (PP:PL)	Unused
Rapid ID Fingerprint 1:N ID Search	10 transactions/hour

Figure 5: San Mateo ABIS Throughput

2.3.3. Database Capacity

The San Mateo ABIS on-line storage solution will support the required Year-5 capacity and is expandable over the life of the system to grow with San Mateo's evolving needs.

The database will store the composite record (1 record containing the best fingerprint images from every instance the fingerprints from a unique person were captured) for each unique person.

Gemalto will deliver the required Year-5 system San Mateo ABIS record capacities. Figure 6 lists the record types:

Record Type	Number of Records
Tenprints	380,000
Palm Prints	330,000
Finger Latents	6,000
Palm Latents	4,000
Facial Images	250,000

Figure 6: San Mateo ABIS SAN Database Capacity

Figure 7 presents the San Mateo ABIS storage space requirements.

Storage Breakdown	Size (GB)
New Records	1,307.9
Existing Records	863.6
Oracle Software	89.0
Oracle Table Space	109.7
RMAN Backup	619.4
CABIS Software	50.0
Total Storage	3,039.6

Figure 7: San Mateo ABIS Database Capacity Breakdown

Therefore, Gemalto proposes 6.5 TB usable storage capacity. The storage can easily be expanded to accommodate the updated system targets by adding more hardware.

2.4. Accuracy

The San Mateo ABIS will provide the following accuracy performance (Figure 8). The following search accuracy rates are subject to the quality of the biometric images.

Transaction Types	Gemalto's Accuracy Rate
Tenprint to Tenprint (TP:TP)	99.9%
Tenprint to Unsolved Finger Latent (TP:UL)	72%
Palm Print to Unsolved Palm Latent (PP:PL)	72%
Rapid ID Fingerprint 1:N ID Search	99.9%

Figure 8: San Mateo ABIS Accuracy

2.5. Availability

Gemalto's ABIS solution will provide 99% availability. As the hardware components age, system availability will degrade over time. Gemalto will be limited to the support that third-party hardware and software vendors can supply to us. All CABIS software will be supported through the end of the contract.

%	Definition
99% availability	<p>Gemalto's ABIS solution offers 99% system availability, which consists of the following:</p> <ul style="list-style-type: none">• 24 x 7 x 365 availability• Dual power supplies• Dual power source configuration• Dual CPUs• Dual RAM• RAID 1 local disk• Built-in software availability (retry and resume)• Reliability of trusted enterprise level hardware. Some downtime is expected for maintenance and upgrade possibilities.

Figure 9: ABIS System Availability

2.6. Workflows

We will engage with the San Mateo and other stakeholders to study the current workflows and business rules, and exchange ideas at Technical Interchange Meetings (TIMS). Our flexible ABIS workflow design will address the operating environment, procedures, and workflow based upon San Mateo requirements. We will identify any gaps, if any, between the current processes and those offered by Gemalto's CABIS solution. We will optimize our solutions to address these gaps, and favor aligning our solution to the Customer's current processes. We will also develop simplified workflows to maximize efficiency and user productivity. Finally, we will document the proposed business processes under our detailed System Design Document (SDD) and provide them to San Mateo for review and approval.

2.6.1. Tenprint Workflow

Step	Description
1.	The tenprint images are entered by the operator into the system using a flatbed scanner or a LiveScan device.
2.	The transaction is queued for image processing. The procd daemon will process the rolled images and flat impressions according to the impression type and capture method (i.e., flatbed scanner, LiveScan, etc.). This automated process will automatically segment out the individual fingers in the flat impressions, evaluate the image quality, and perform the out of sequence check.
3.	The procd daemon will attempt to segment the individual fingers from the flat impressions. After this attempt, one of the following will occur: <ul style="list-style-type: none"> • If the procd daemon cannot segment the individual fingers from the flat impressions, it will set the manual segmentation flag, indicating that manual segmentation is required. • If manual segmentation is not required, the system will perform a quality assessment.
4.	When a transaction is in the Wait: Perform Manual Cutting state, operators are able to select this transaction from the work queue. The operators perform manual segmentation by moving the finger capture boxes to the correct position.
5.	At this point, the operator can decide whether to accept or reject the transaction.
6.	The system assesses the quality of the tenprint transaction and determines whether manual quality control is required. After the quality assessment, one of the following will occur: <ul style="list-style-type: none"> • Tenprint transactions require a manual quality check if the transaction contains poor quality prints or out of sequence prints. When a transaction is in the Wait: Perform Quality Check state, operators are able to select the transaction from the work queue to perform quality control. • If manual quality control is not required, CABIS will automatically use the tenprint record to perform a search of the tenprint database.
7.	If the tenprint transaction requires manual quality control, the operator must fix the quality control issue before the search is launched. <u>For transactions containing out of sequence prints:</u>

Step	Description
	<p>After analyzing the fingerprint sequence, the operator can fix the sequence of the prints.</p> <p><u>For transactions containing poor quality prints:</u></p> <p>The operator performs a manual quality check of the fingerprints that have been designated as poor quality by the system.</p>
8.	<p><u>For transactions containing out of sequence prints:</u></p> <p>If after analysis of the fingerprint sequence the operator determines that the fingers are in the proper sequence, the operator can accept the transaction without modifying the sequence and thereby override the systems decision. Likewise, if the operator has altered the sequence, the system will re-check the sequence and accept the transaction regardless whether the system reports a subsequent sequence error, thereby overriding the system decision. If the out of sequence transaction could not be fixed, the operator can reject this transaction. If the fingerprint technician elects to reject a transaction, the reason for the rejection can be selected from an available list of reasons via the manual QC user interface.</p> <p><u>For transactions containing poor quality prints:</u></p> <p>If after analysis of the fingerprints the operator determines that the fingerprints are of acceptable quality, the operator can accept the transaction. If the operator elects to reject a transaction, the reason for the rejection can be selected from an available list of reasons via the manual QC user interface.</p>
9.	<p>CABIS will automatically use the tenprint record to perform a search of the tenprint database. The autoconfirm process will determine whether there are any auto-hits, gray area candidates, or auto-non-hits.</p>
10.	<p>After the search of the tenprint database, one of the following will occur:</p> <ul style="list-style-type: none"> Go to Step 11: Possible matching fingerprints in the tenprint database will be consolidated into a candidate list for hit verification by the operator. Go to Step 12: If no possible matches are found in the tenprint database, the tenprint search record is enrolled as a new record in the tenprint database.
11.	<p>If a possible match has been found in the tenprint database, the operator performs manual tenprint-to-tenprint hit verification. The operator is able to compare the search print with every matching print in a candidate record. The operator will verify whether or not the candidate is a match.</p>
12.	<p>If no possible matches are found in the tenprint database, the tenprint search record is enrolled as a new record in the tenprint database. The new record will be assigned a new identification number unique to the subject. CABIS will automatically use the tenprint record to perform a search of the unsolved latent database.</p>
13.	<p>After the operator confirms whether the candidate is a match or not, one of the following will occur:</p> <ul style="list-style-type: none"> If the candidate is verified as a match, a composite record will be created in the tenprint database.

Step	Description
	<ul style="list-style-type: none"> If the candidate is verified as a non-match, the tenprint search record is enrolled as a new record in the tenprint database.
14.	If the candidate is verified as a match, the tenprint search record will be enrolled into the tenprint database under the subject identification number of the matching database record. A composite record will be created that contains the best quality fingerprints from all database records for the subject.
15.	CABIS will automatically use the tenprint record to perform a search of the unsolved latent database.
16.	<p>After the search of the unsolved latent database, one of the following will occur:</p> <ul style="list-style-type: none"> Possible matching fingerprints in the unsolved latent database will be consolidated into a candidate list for hit verification by the operator. If no possible matches are found in the unsolved latent database, the tenprint search transaction is completed.
17.	If a possible match has been found in the unsolved latent database, the operator performs manual tenprint-to-unsolved latent hit verification. The operator is able to compare the search print with every matching print in a candidate record. The operator will verify whether or not the candidate is a match.
18.	<p>After the operator confirms whether the candidate is a match or not, one of the following will occur:</p> <ul style="list-style-type: none"> If the candidate is verified as a match, the operator has the option of creating a court exhibit. If the candidate is verified as a non-match, the tenprint search transaction is completed.
19.	Optionally, a court exhibit is created that contains charting of all matching minutiae between the search record and the database record.
20.	The transaction is completed.

Figure 10: Tenprint Workflow

2.6.2. Palm Print Workflow

Note: If you have both tenprints and palm prints in a single transaction, palm print processing is combined within the tenprint workflow.

Step	Description
1.	The palm print images are entered into the system using a flatbed scanner or a LiveScan device.
2.	The transaction is queued for image processing. The procd daemon will process the palm print images according to the impression type and capture method (i.e., flatbed scanner, LiveScan, etc.).
3.	CABIS will automatically use the palm print record to perform a search of the unsolved latent database.
4.	After the search of the unsolved latent database, one of the following will occur: <ul style="list-style-type: none">• Possible matching palm prints in the unsolved latent database will be consolidated into a candidate list for hit verification by the operator.• If no possible matches are found in the unsolved latent database, the palm print search transaction is completed.
5.	If a possible match has been found in the unsolved latent database, the operator performs manual palm print-to-unsolved latent hit verification. The operator is able to compare the search print with every matching print in a candidate record. The operator will verify whether or not the candidate is a match.
6.	After the operator confirms whether the candidate is a match or not, one of the following will occur: <ul style="list-style-type: none">• If the candidate is verified as a match, the operator has the option of creating a court exhibit.• If the candidate is verified as a non-match, the palm print search transaction is completed.
7.	Optionally, a court exhibit is created that contains charting of all matching minutiae between the search record and the database record.
8.	The transaction is completed.

Figure 11: Palm Print Workflow

2.7. Transaction Types

Gemalto will provide the following TOTs:

- Criminal (already existing, with no modifications necessary)
- Applicant
- Mobile ID

In the future, if San Mateo is interested in adding TOTs, the following TOTs can be added as change orders.

- Registrant
- Deceased
- Rapid ID

2.8. Functionality

2.8.1. COTS System Functionality

This section presents the standard, commercial-off-the-shelf (COTS) functionality for each of our core system applications.

2.8.1.1. COTS CABIS 7 Functionality

CABIS 7 includes the following key COTS modules:

CABIS 7 COTS Functionality
General Functionality
Modify user password at login
Concurrent user tasks (up to three)
Support external program (PhotoShop/NISTViewer)
Change display font size of the application
Change minutiae color scheme
Auto-lock-screen after extended idle
Auto-log-off after extended idle
Support FBI and Cal-DOJ printing on paper and card (duplex or single-sided) for the following TOTs: CRM, CAR, APP, REG
Transaction Queue Management
View detailed transaction data: demographic information
View detailed transaction data: print images
Text localization
Customized column selection
Display date/time value in localized format
Sort transactions by column
Sort transactions by customized demographic columns
Refresh the information displayed in the queue
Customized menu items
Print the queue's transaction data
Print a selected transaction's data
Multiple printout format selection
Transaction attributes on the queue
Reset the transaction to its previous status
Reinitialize the transaction
Reject the transaction
Delete the transaction
Delete transaction in a batch
Filter the queue
View the transaction history

CABIS 7 COTS Functionality
View an enlarged version of a selected print image
Select which queue is displayed
Access the scanning functionality
Access the tenprint quality check functionality
Access the hit verification functionality
Access the tenprint processing functionality
Access the palm print processing functionality
Access the database query functionality
Adding work notes to transactions
Modify the transaction's priority
Modify transaction demographics before enrolling into database
Transfer the ownership of a transaction
View the NIST file with NISTViewer installed
Export the NIST file
Import NIST files
Export Images in graphical format
Fetch and display any two prints in the system (queue or database) side-by-side
Suspend/Resume transaction
Bypass DB enrollment step in flow
Duplicate and relaunch transactions from queue
Transaction full text search
Transaction paging
Tenprint and Palm Print Functionality
Scan and enter tenprint/palm print cards
Select the tenprint/palm print card scanning template
Set up an existing tenprint card scanning template
Define a new tenprint/palm print card scanning template
On-screen scan resolution change
Adjust the position and orientation of the fingerprints/palm prints that will be clipped by the system
Image overview
Reset image adjustments to the default settings
Auto-positioning fingerprint box on scanned form
Enter demographic information
Import tenprint/palm print card images
Export tenprint/palm print card images
Dynamic scan form change without dropping loaded image
Multi-page scan form
Visualized scan form defining

CABIS 7 COTS Functionality
On-page scan box enable/disable
Perform manual tenprint/palm print quality control
Display the recommended solution for the reported poor quality issue
From the QC queue, work on the next transaction requiring a manual quality check
Manual positioning of images anywhere on the FBI-flat block
Edit poor quality tenprints
Accept tenprints that were originally designated as poor quality
Reject tenprints that were originally designated as poor quality
Indicate the reason for rejecting the poor quality tenprints
Queue displaying all transactions requiring a manual sequence check
Display the reported sequence issue
Display the recommended solution for the reported sequence issue
Zoomed view to verify sequence issue
From the QC queue, work on the next transaction requiring a sequence check
Swap the rolled prints of the left hand with the rolled prints of the right hand
Replace an individual rolled print with an individual flat print
Swap the flat thumbprints
Swap the flat prints of the left hand with the flat prints of the right hand
Swap an individual rolled print with another individual rolled print
Accept tenprints that were originally designated as having sequence problems
Reject tenprints that were originally designated as having sequence problems
Indicate the reason for rejecting the out of sequence tenprints
Poor quality finger editing and sequence check in single QC session
On-screen side-by-side display of finger images to inspect out-of-sequence fingers
Perform manual cutting of the flat fingerprints
Perform poor quality check and out-of-sequence check of a single transaction in the same session
Mixed mode of sequence error and poor quality
Perform a tenprint to tenprint/palm print to palm print hit verification
View multiple records for the same subject
Print transaction information
Adjust the zoom ratio, brightness, contrast, and/or rotation of the images
Adjustment playback
Compare all available pairs of prints
Display minutiae
Emphasize the matching minutia points
Confirm that the search print matches the candidate print
Confirm that the search print does not match the candidate print
Fetch and display any two prints in the system (queue or database) side-by-side

CABIS 7 COTS Functionality
Perform a second hit verification
Perform a third hit verification
Access the court exhibit functionality
Refresh the statuses of the transactions
View only the highest scoring record for each subject in the candidate list
Display the ridge count
Change the background of the print image (black, white, and blue)
Compare the search print to one of the matching candidate prints (single pair view)
View the mugshot information corresponding to the candidate, if available (mugshot view)
Image overview
Final confirmation overview after 3rd certification
Select which prints can be enhanced (search print, candidate print, or both at the same time)
Thumbnail display control
Type-II Edit
Store & Forward
Create Court Exhibits (Tenprint/Palm Print)
Clear matching minutia markers
Add matching minutia markers
Delete matching minutia markers
Preview the court exhibit
Print the court exhibit
Save the court exhibit as an image file
Display the minutiae
Display the matching minutia markers
Display the corresponding numbers of the minutia markers
Display the ridge count
Display the zoom boxes
View the default view of the print
View the print with a blue background
View a negative of the print (white ridges, black background)
Select which prints can be enhanced (search print, candidate print, or both at the same time)
Adjust the zoom level, brightness, contrast and histogram of the image
Display minutiae markers one at a time
Dot-style marker selection
Marker number limitation configuration
Rotate the image
Marker line color selection (display and printing)
Custom court exhibit demographics data

CABIS 7 COTS Functionality
Marker line width selection
Marker line location change (display and printing)
Multi-line demographics data printing
Auto marker matching in Analysis
Database Query Functionality
Display a selected record from the database
Print the database record
View the previous record in the list of matching records
View the next record in the list of matching records
Display detailed record information
Edit a print's feature set
Select which database to view
View the criteria used in prior database queries
Reset the set of criteria used in the previous database query
Update the database record
Relaunch a search
Adjust the zoom level
View the demographic information
View the rolled print, flat print and palm print images
Export the NIST file
Delete a database record
Delete multiple database records
Change the pattern classification of the fingerprints
Print a FBI-14 card based on a form selected by the User from a list of up to 3 preconfigured forms
Flexible query criteria, user can make a query combination of multiple predicates
Query criteria will be saved automatically by user, user can rename/delete query history items afterward

2.8.1.2. COTS MobileID 5.0 Functionality

MobileID 5.0 includes the following key COTS modules:

MobileID 5.0 COTS Functionality
Capture fingerprints
Send fingerprint search to CABIS
Receive search results from CABIS

2.8.2. Custom System Functionality

This section presents the functionality that will be customized during this project for each of our core system applications in order to meet the San Mateo's requirements.

Cogent will deliver one (1) CABIS tenprint verification workstation With Type 2 Edit and SAF functions. Latent processing capabilities will not be available to the CAFIS workstation user per County Request since Latent work is done by the Lab using the NEC workstation.

Incoming tenprint transactions will:

1. Incoming transactions will be stopped for Verification & Edit
2. Provide operator the opportunity for Type 2 Demographic Editing such as "Name" and "Charge" Data.
3. Once the transaction is completed by the operator, the finalized transaction will submitted to CADOJ

Scanning Templates

Cogent will work with county to determine and create agreed upon scanning templates used for Tenprint cards and Inked single finger prints. This includes citations, pawn slips and coroners identification.

Mobile ID transactions will be processed using standard method, automatically in the local and remote systems and return results to client devices.

2.8.2.1. Custom LiveScan COTS Functionality/Development

Custom development will be performed for the following modules:

LiveScan 4 Custom Functionality

Reconfigure LiveScan 4 to work with CABIS

2.8.2.2. Upgrade Exclusions

Per county request, latent processing functions will not be enabled for end-user workstation(s) since latent processing is done by the crime lab using a different (NEC Workstation) system.

See the Bill of Materials for included hardware.

2.9. Interfaces

Gemalto will work pro-actively and cooperatively with the San Mateo technical staff to integrate Gemalto's CABIS solution with the San Mateo's external systems. In addition, we will work with the San Mateo technical staff to recommend compatible hardware and software specifications. The ABIS system implementation shall provide full capabilities for formatting and communicating (transmitting and receiving) fingerprint/palm print records and minutia records in accordance with the latest version of the following industry standards:

- ANSI/NIST-ITL-2011 standards
- Cal-DOJ specifications (change orders may be required to remain compliant if the specifications change)
- Cal-DOJ CLETS Policies, Practices and Procedures
- FBI Electronic Biometric Transmission Specification (EBTS), including Appendix F Image Quality Specifications

Gemalto's CABIS solution provides flexible and configurable capabilities to interface with external and international AFIS and ABIS solutions. Gemalto has extensive experience with FBI NGI, INTERPOL, EURODAC, and Prüm standards.

2.9.1. Interface with External System – Cal-DOJ

Gemalto will develop interfaces between San Mateo's CABIS and Cal-DOJ.

External System Name	CABIS-Cal-DOJ
Description	This is the interface for exchanging search requests and search results between San Mateo's CABIS and Cal-DOJ.
Interface Protocol	SFTP
Type of Data Exchanged	NIST criminal search transactions NIST search results Optionally, this can include other TOTs (such as applicant, registrant, deceased, and rapid ID) through change orders.

Figure 12: Interface with External System – Cal-DOJ

3. Roles and Responsibilities

3.1. Gemalto Roles and Responsibilities

Role	Responsibility
Project Manager	<ul style="list-style-type: none"> Plans, budgets, oversees, and records all aspects of the specific project Development and maintenance of a detailed project plan Assures adequacy of resources and conformance to the project schedule Management of all Gemalto Cogent staff Management of all project activities Coordination and communication with San Mateo staff and San Mateo's Project Manager
Technical Lead	<ul style="list-style-type: none"> Leads development and delivery of ABIS technical solution Communicate as liaison between technical and non-technical stakeholders
Developer / Engineer	<ul style="list-style-type: none"> Implements software and hardware work products
QA Engineer	<ul style="list-style-type: none"> Verifies/validates how well the work products conform to project requirements Assesses how well the project conforms to organizational standards and procedures
Trainer	<ul style="list-style-type: none"> Trains the users
Technical Writer	<ul style="list-style-type: none"> Creates custom user guides

Figure 13: Gemalto Roles and Responsibilities

3.2. Customer Roles and Responsibilities

Role	Responsibility
Project Manager	<ul style="list-style-type: none"> Plans, budgets, oversees, and records all aspects of the specific project Assures adequacy of resources and conformance to the project schedule
IT Lead	<ul style="list-style-type: none"> Manages, implements, and maintains the customer's technology infrastructure
User	<ul style="list-style-type: none"> Uses the product

Figure 14: San Mateo Roles and Responsibilities

4. Location of Work

The system will be built and tested in Pasadena.

The system will be delivered and installed at the San Mateo's data center and user workstation areas.

5. Period of Performance

The period of performance can be impacted by network and infrastructure resources.

Upon receipt of a PO/signed contract, we will schedule during the next available timeslot. This is our best estimate given our existing resource availability, which may change depending on when the contract is signed or other customer commitments.

Start Date: October 2018

End Date: June 2019

6. Deliverables Schedule

This section lists and describes what is due and when it is due. The high-level, preliminary implementation schedule for the ABIS is presented in the following table.

The following table provides an estimate based on existing resource availability and customer commitments.

Task	Due Date (Working Days)
Date of executed contract & purchase order received (R)	R+0 Days
Gemalto provides estimated start date (T)	R+10 Days
Official start date	T+00 Days
Team assigned, kickoff meeting scheduled	T+15 Days
Provide draft schedule and review with customer	T+20 Days
Provide requirements traceability matrix (RTM)	T+30 Days
Provide design document	T+45 Days
Hardware ordered from suppliers	T+60 Days
Hardware delivered to Gemalto	T+75 Days
System shipped to site	T+95 Days
System installation	T+100 Days
Complete QA	T+110 Days
Provide user guides	T+120 Days

Task	Due Date (Working Days)
Conduct training	T+125 Days
Perform acceptance testing and system go-live	T+130 Days

Figure 15: High-Level Implementation Schedule for ABIS Deliverables

7. Scheduling Process

Currently, Gemalto receives the completed specifications for the new project (i.e., executed agreement, statement of work, purchase order, etc.) and sets up a meeting with our internal Project Review Board (PRB). The review will occur within 7 days of receiving the completed specifications.

During the PRB, the team will review Gemalto's Operational Planner (aka Project Calendar) to check the next availability for the team members required for this project. This helps the management team determine when the project can be started. Once the project start date has been identified, Gemalto's Project Manager will notify the customer.

Gemalto Cogent's assigned Project Manager will reach out to San Mateo prior to the start date to schedule the initial kickoff meeting. In some cases, the project team may not be assigned until a few weeks prior to the project start date.

8. Additional Requirements

The following sections describe the additional project features of the San Mateo project. Items that are not part of the main negotiations are listed because they are important to the project, and overlooking or forgetting them could pose problems for the project. This section also specifies any special hardware or software, specialized workforce requirements (i.e., degrees or certifications for personnel), travel requirements, and anything else not covered in the contract specifics.

8.1. Acceptance Criteria

This section specifies how the customer will determine if the delivered solution is acceptable, usually with objective criteria such as an Acceptance Test Plan (ATP).

System acceptance is defined as the first productive use of the system by the users. This is tied to payment and is when maintenance starts. On occasion, certain deliverables may be postponed due to external factors (i.e., Cal-DOJ, third-party interfaces, coordination of testing with other agencies). In this case, change orders (may be zero dollars) will be created to make sure all aspects of the project are complete.

8.2. Data Conversion

Data conversion will be performed from CABIS 6 to CABIS 7.

In addition, San Mateo may provide NIST records from Cal-DOJ that will be used to populate the database. This must be provided prior to the start of data conversion in order to ensure that composite records are built correctly and all subjects are associated with only one unique AFIS ID.

8.3. Training

System Operation training for the ABIS focuses on every aspect of system operations, including new record entry and search and remote data entry, for ABIS system users, administrators and support personnel. The following table provides an overview of the System Operation training curriculum.

Gemalto Cogent will provide San Mateo personnel with CABIS training. Gemalto will provide on-site training sessions. The scope of training will include:

Training Module	Description	Number of Trainees	Course Duration
Tenprint Technician Training	Tenprint Technicians are trained in the general use of the ABIS tenprint functionality, enabling comfortable use in a real-time environment.	8	½ day
System Administration Training	Administrators are trained on user management and reporting.	3	½ day

Figure 16: Gemalto Cogent's Training Curriculum

San Mateo will be responsible for providing the training location. Any additional training requested by San Mateo personnel will be provided by Gemalto on a time and material cost basis.

8.4. User Guides

Two CABIS client user guides will be provided to San Mateo personnel. The user guides will contain sufficient detail, including step-by-step descriptions of processes and will be written in conversational English so that the average user can understand and operate the workstation effectively. The manuals will include pictures of the main menu and sub menus screens. One copy of the manuals will also be provided in electronic format DVD media.

One copy of the User Group Manager manual will be provided to San Mateo personnel. The manual will contain sufficient detail, including step-by-step descriptions of processes and be written in conversational English so that the average user can understand and operate the application effectively. The manual will include pictures of the main menu and sub menu screens. One copy of the manual will also be provided in electronic format DVD media.

One copy of the Report Manager manual will be provided to San Mateo personnel. The manual will contain sufficient detail, including step-by-step descriptions of processes and be written in conversational English so that the average user can understand and operate the application effectively. The manual will include pictures of the main menu and sub menu screens. One copy of the manual will also be provided in electronic format DVD media.

8.5. Warranty, Maintenance, and Support

Gemalto provides a comprehensive one-year warranty, that begins on the day of system acceptance (first system productive use) by San Mateo. System productive use is defined as the system being used by San Mateo for its intended purpose. Gemalto warrants that all delivered hardware products will be free from defects in material and workmanship under normal use for one year from the date of system acceptance. Licensed software is warranted to substantially conform to Gemalto's written specifications for a period of one year from the date of system acceptance.

At the conclusion of the warranty period, system support will be provided under the maintenance contract.

Warranty Disclaimer. THE WARRANTIES IN THIS SECTION 8.6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CONTRACTOR does not warrant that CONTRACTOR's hardware and software will operate in combination with hardware, software, systems or data not provided by CONTRACTOR or that the operation of CONTRACTOR's hardware or software will be uninterrupted or error-free. ALL EVALUATION, "BETA," AND PRE-PRODUCTION RELEASES OF HARDWARE OR SOFTWARE PROVIDED BY CONTRACTOR TO COUNTY WILL BE PROVIDED UNDER THE TERMS OF A SEPARATE BETA AGREEMENT, BUT IN ANY CASE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND USE OF ANY SUCH RELEASE IN A PRODUCTION ENVIRONMENT IS AT COUNTY'S SOLE RISK. Contractor does not warrant third party software, but will pass through available warranties from the third party software manufacturers.

Exclusive Warranty Remedies. COUNTY must report to CONTRACTOR, in accordance with the Notices provision of this Agreement, any breach of the warranties contained in this Section 8.6 during the relevant warranty period. COUNTY's sole and exclusive remedies, and CONTRACTOR's entire liability, will be:

1. for a breach of the hardware warranty stated above, the correction of the error or defect that caused the breach of warranty or, if CONTRACTOR is unable to make the hardware operate as warranted, the replacement of the defective hardware; and
2. for a breach of the software warranty stated above, to correct or provide a reasonable workaround for software errors that caused the breach of warranty or, if CONTRACTOR is unable to make the software operate as warranted, COUNTY will be entitled to recover the fees paid to CONTRACTOR for such defective software.

Warranty Claim Process.

All requests for warranty services hereunder must be submitted by COUNTY's Technical Contact. Before requesting warranty services hereunder, COUNTY shall exercise commercially reasonable efforts to determine the cause of the problem using documentation, problem analysis procedures, and service request procedures provided by CONTRACTOR. If COUNTY requests warranty services hereunder and CONTRACTOR reasonably determines that there is no failure or that the services are outside the scope of the warranty, COUNTY shall pay for CONTRACTOR's travel expenses and labor for such services at CONTRACTOR's applicable per call and per man-hour rates then in effect. COUNTY shall maintain one or more detailed logs of all hardware and software failures, malfunctions, defects and other problems. Upon the completion of any warranty service hereunder, COUNTY shall update the logs to describe and reflect the warranty service performed. COUNTY shall allow CONTRACTOR to inspect such logs at any time during normal business hours.

Limitations. CONTRACTOR will have no liability or obligations under this Section 8.6 if a breach of warranty is attributable in whole or in part to (i) abuse, misuse (including use of hardware or software for purposes other than those for which it was designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of hardware or software, (ii) COUNTY's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), (iii) the use or attempted use of software, hardware, supplies or services other than that supplied and supported by Gemalto Cogent, or (iv) the use or attempted use of other than approved auxiliary devices or approved operating systems, or (b) COUNTY fails to comply with the Warranty Claim Process stated above. Replacement or repair of hardware or software does not extend its warranty period beyond the original warranty expiration date.

8.6. Special Requirements

This section specifies any specialized workforce requirements, travel requirements, and anything else not covered in the contract specifics.

8.7. Applicable Standards

This section should describe any industry specific standards that need to be adhered to during the deployment of this system. Typically, we will include verbiage here about adhering to NIST and CJIS standards.

All Gemalto Cogent ABIS identification and records management processes and components are fully compliant with NIST, FBI, and associated industry standards for criminal justice and civil applications and advanced fingerprint imaging technologies, as listed in the table below:

Organization	Norm/Standard
National Institute of Standards and Technology (NIST)	ANSI/NIST-ITL 1-2011: Update 2015, NIST Special Publication 500-290 Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information, July 2016 NIST Fingerprint Image Quality (NFIQ), NISTIR 7151 ed., National Institute of Standards and Technology, 2004 NIST SP500-280, Mobile ID Device Best Practice Recommendation, Version 1.0, August 2009
US Federal Bureau of Investigation (FBI) & Department of Justice	FBI Criminal Justice Information Services (CJIS), Electronic Biometric Transmission Specification (EBTS), Version 10.0, July 2013 FBI Criminal Justice Information Services (CJIS) Security Policy 5.5, June 2016 FBI Criminal Justice Information Services (CJIS), WSQ Gray-Scale Fingerprint Image Compression Specification, IAFIS-IC-0110 (V3.1), October 2010 GJXDM (V3), 2003. A data reference model for the exchange of information within the justice and public safety communities JXDD (V3.02), 2003. Justice XML Data Dictionary MTR 04B0000022 (Mitre Technical Report), Margaret Lepley, Profile for 1000ppi Fingerprint Compression, Version 1.1, April 2004

Organization	Norm/Standard
	Test Procedures for Verifying IAFIS Scanner Image Quality Requirements, CJIS-TD-0110, Federal Bureau of Investigation, March 1995
California Department of Justice	CLETS Policies, Practices and Procedures
International Standards Organization (ISO)	<p>ISO 9001:2015 Certification for Cogent Systems (Shenzhen), Inc. for the Design, Development and Manufacturing of Biometric Identification Software, Automated Fingerprint Identification Systems, Two-dimensional Digital Image Processing Systems, multifunctional Fingerprint Enrollment Systems, Palm Print Identification Systems and Related Biometric Identification and Image Processing Systems</p> <p>ISO/IEC 10918-1, Information Technology - Digital Compression and Coding of Continuous-Tone Still Images Part 1: Requirements and Guidelines. (JPEG Compression)</p> <p>ISO/IEC 15444-1:2000, Information Technology – JPEG-2000 image coding system – Part 1: Core coding system, September 31, 2002. (JPEG-2000 Compression)</p> <p>ISO/IEC 19794-2: Information technology — Biometric data interchange formats — Part 1: Framework</p> <p>ISO/IEC 19794-2: Information technology — Biometric data interchange formats — Part 2: Finger minutiae data</p> <p>ISO/IEC 19794-4: Information technology — Biometric data interchange formats — Part 4: Finger image data</p> <p>ISO/IEC 19794-5: Information technology — Biometric data interchange formats — Part 5: Face image data</p> <p>ISO/IEC 19794-6: Information technology — Biometric data interchange formats — Part 6: Iris image data</p>
American National Standards Institute (ANSI), International Committee for Information Technology Standards	<p>ANSI/INCITS 378-2004, Information Technology: Finger Minutiae Data Interchange Format, February 20, 2004</p> <p>ANSI/INCITS 381-2004, Information Technology: Finger Image-based Data Interchange Format, 2004</p> <p>ANSI/INCITS 398-2005 Common Biometric Exchange Formats Framework</p>
Interpol	ANSI/NIST-ITL 1-2007, Data Format For the Interchange of Fingerprint, Facial & SMT Information, INTERPOL Implementation, Version 5.03 (INT-I v5.03).

Figure 17: Gemalto Cogent's ABIS complies with these standards

9. Customer Responsibilities and Expectations

This section provides a clear understanding of the responsibilities of the San Mateo as well as Gemalto's expectations for the San Mateo.

9.1. Customer-Provided Hardware and Software

San Mateo will be responsible for the network and infrastructure components, such as the following (but not limited to):

- Infrastructure:
 - Rack space
 - Power supply
 - A/C
 - Physical facility access
- Network:
 - Network switches/routers/firewall
 - Remote access/network support

10. Assumptions

San Mateo will return the existing PMA and server hardware to Gemalto 30 days after first productive use.

San Mateo must request from Cal-DOJ the records to be used during conversion.

11. Order of Precedence

In the event of any conflict between the terms of the base Agreement to which this SOW is attached and this Statement of Work (SOW) and its attachments, the terms of the SOW and its attachments shall control.

12. Terms and Acceptance

This Statement of Work, "the SOW", is made and entered into as of the date on the SOW Signature page by and between Gemalto Cogent, Inc. ("Gemalto"), and the "Customer" and will be signed contemporaneously with the Agreement to which it is attached.

Services and Deliverables

Gemalto shall provide to Customer, on a non-exclusive basis, such services and deliverables as are set forth in this SOW signed by all parties.

Change Orders

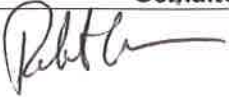
All Change Orders to the SOW and acceptance or rejection of such Change Orders, shall be in writing pursuant to the following procedure.

Upon Customer's submission of a Change Order, Gemalto will promptly review and advise the Customer of the impact on cost and delivery schedule and will provide such additional information as will permit Customer to determine the reasonableness of the cost and delivery schedule impact. Customer and Gemalto will, in good faith, negotiate reasonable cost and delivery terms. Gemalto will promptly proceed with the Change Order upon written agreement of such terms in the Change Order.

SIGNATURES ON FOLLOWING PAGE

Signatures

IN WITNESS THEREOF, the parties hereto have executed or approved this SOW on the dates below their signatures.

Gemalto	San Mateo
Signature 	Signature
Printed Name ROBERT CIMPEDMAN	Printed Name
Title J P STUES	Title
Date 8/16/2018	Date