



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# State of West Virginia Master Agreement

Order Date: 05-09-2023

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

|                       |                               |                          |            |
|-----------------------|-------------------------------|--------------------------|------------|
| Order Number:         | CMA 0802 5020 DMV2300000007 1 | Procurement Folder:      | 1153035    |
| Document Name:        | Mobile ID                     | Reason for Modification: |            |
| Document Description: | Mobile ID                     |                          |            |
| Procurement Type:     | Central Sole Source           |                          |            |
| Buyer Name:           |                               |                          |            |
| Telephone:            |                               |                          |            |
| Email:                |                               |                          |            |
| Shipping Method:      | Best Way                      | Effective Start Date:    | 2023-05-15 |
| Free on Board:        |                               | Effective End Date:      | 2024-05-14 |

| VENDOR   | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |   |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|---|
| <b>Vendor Customer Code:</b> 000000187048<br>IDEMIA IDENTITY & SECURITY USA LLC<br>6840 CAROTHERS PKWY STE 650<br><br>FRANKLIN TN 37067<br>US<br><b>Vendor Contact Phone:</b> 999-999-9999 <b>Extension:</b><br><br><b>Discount Details:</b> <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> |                    | Discount Allowed    | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No |  |  | #3 | No |  |  | #4 | No |  |  | <b>Requestor Name:</b> Georgina L Davis<br><b>Requestor Phone:</b> (304) 957-9339<br><b>Requestor Email:</b> georgina.davis@wv.gov<br><br><b>23</b><br><b>FILE LOCATION</b> _____ |
|  | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |   |
| #1   | No                 | 0.0000              | 0                   |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |   |
| #2   | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |   |
| #3   | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |   |
| #4   | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |   |

| INVOICE TO   | SHIP TO  |
|--|--|
| MANAGER ACCOUNTS PAYABLE<br>DIVISION OF MOTOR VEHICLES<br><br>5707 MACCORKLE AVE. S.E., SUITE 200<br><br>CHARLESTON WV 25304<br><br>US | 304-926-3960<br>DIVISION OF MOTOR VEHICLES<br><br>RECEIVING AND PROCESSING<br>5707 MACCORKLE AVENUE, S.E. SUITE 200<br><br>CHARLESTON WV 25317<br><br>US |

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

SIGNED BY : Tara Lyle

DATE: 2023-05-08

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor IDEMIA, agrees to enter with the State of West Virginia by the Purchasing Division for the Agency, the West Virginia Division of Motor Vehicles, into an open-end contract to provide a method of verifying an individuals identity by authenticating information between a mobile device and the West Virginia Division of Motor Vehicles system of record. Per the specifications, terms and conditions, bid requirements, and the Vendor's submitted and accepted pricing proposal dated 12/02/2022 incorporated herein by reference and made apart hereof. See attached.

Subsequent Renewal Years (2-4) will be added with dual party agreements via Change Order.

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price    |
|--------------|----------------|--------------|----------|-------------------------|---------------|
| 1            | 43232403       |              |          | EA                      | 200000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |               |
|              |                |              |          | 0.00                    |               |

**Commodity Line Description:** ID Fabric

**Extended Description:**

ID Fabric to authenticate digital credentials.

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price   |
|--------------|----------------|--------------|----------|-------------------------|--------------|
| 2            | 43232403       |              |          | EA                      | 75000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |              |
|              |                |              |          | 0.00                    |              |

**Commodity Line Description:** Idemia Wallet

**Extended Description:**

Idemia Wallet Mobile Application.

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price   |
|--------------|----------------|--------------|----------|-------------------------|--------------|
| 3            | 81111811       |              |          | EA                      | 30000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |              |
|              |                |              |          | 0.00                    |              |

**Commodity Line Description:** Annual Support

**Extended Description:**

Annual Support for Idemia Digital Wallet

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price    |
|--------------|----------------|--------------|----------|-------------------------|---------------|
| 4            | 43232403       |              |          | EA                      | 100000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |               |
|              |                |              |          | 0.00                    |               |

**Commodity Line Description:** Wallet Integration

**Extended Description:**

Apple, Samsung, Google Wallet Integration.

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 5            | 43233201       |              |          | EA                      | 0.250000   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** Mobile ID Issuance Proofing

**Extended Description:**

\$.25 Per Proofing Event

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price   |
|--------------|----------------|--------------|----------|-------------------------|--------------|
| 6            | 43233201       |              |          | EA                      | 25000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |              |
|              |                |              |          | 0.00                    |              |

Commodity Line Description: Mobile ID Extended Review

Extended Description:  
Year One Extended Review

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price    |
|--------------|----------------|--------------|----------|-------------------------|---------------|
| 7            | 43233201       |              |          | EA                      | 150000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |               |
|              |                |              |          | 0.00                    |               |

Commodity Line Description: Mobile ID Idemia Identity Manager

Extended Description:  
Idemia Identity Manager

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: two million dollars per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐

☐

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) John Corson

(Address) 11951 Freedom Dr. STE 1800 Reston, VA 20190

(Phone Number) / (Fax Number) 518-956-0347

(Email address) John.Corson@us.idemia.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Idemia Identity and Security USA, LLC

(Company)

(Signature of Authorized Representative)

Michael Hash, Senior Vice President, 12/2/2022

(Printed Name and Title of Authorized Representative) (Date)

714-473-9156

(Phone Number) (Fax Number)

michael.hash@us.idemia.com

(Email Address)

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV DMV

Vendor: Idemia

Contract/Lease Number ("Contract"): CMA DMV2300000005

Commodity/Service: Mobile ID Wallet Solution

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV. DOH  
By: Carla Rotsch  
Printed Name: Carla Rotsch  
Title: Business Manager  
Date: 4-7-23

Vendor: IDEMIA  
By: [Signature]  
Printed Name: Michael Hash  
Title: SVP, Civil Identity  
Date: 04/05/2023



RECEIVED

APR 06 2023

BUSINESS MANAGER'S  
OFFICE

## IDEMIA CONFIDENTIAL INFORMATION

### Addendum [XX]

#### IDEMIA IDENTITY & SECURITY USA LLC TERMS AND CONDITIONS FOR MOBILE ID AS A SERVICE

##### I. GENERAL SCOPE

Subject to payment in full of applicable Fees for the IDEMIA™ MOBILE ID as a Service Platform ("Platform") license and related mobile ID services (the "Services", herein) made available to the State customer ("Customer" or "State"), IDEMIA Identity & Security USA LLC ("IDEMIA") shall provide the Platform and Services to Customer in accordance with the following terms and conditions ("Terms and Conditions").

##### II. DEFINITIONS

For purposes of these Terms and Conditions, the following words shall have the following meanings:

"Addendum" or "Addenda" shall mean IDEMIA's or the Customer's written form that, by mutual agreement, may be incorporated into these Terms and Conditions and this Agreement to i) add new or revise current terms, ii) identify specific State requirements, or iii) renew the Agreement for one or more additional periods of time at mutually agreed upon prices.

"Agreement" shall mean [the pre-existing Contract between Customer and IDEMIA regarding the provision of Driver's License services,]<sup>1</sup> the signed version of IDEMIA's written proposal to provide mobile ID services that includes an express description of the Platform and Services, referred to as the statement of work ("mID SOW"); the mID Service Level Agreement, the Fees, as subsequently amended; and these Terms & Conditions, as well as any Addendum thereto.

"COTS Software" means commercial off-the-shelf software, that is either (1) generally available to the public (i.e., sold from stock at retail selling points without restriction by means of over-the-counter, mail order, app store download, electronic or telephone transactions) and designed for installation by the user without further substantial support by the supplier, usually consisting of object/compiled code; or (2) in the public domain (i.e., not protected by patent or copyright and subject to use and appropriation by anyone), usually consisting of open source/uncompiled code.

"Customer" or "State" shall mean the U.S. state or commonwealth government entity that is a named party to the Agreement and any State agencies or departments authorized by the State as reflected in the Addendum.

"Fees" shall be set by IDEMIA and a schedule of Fees shall be provided by IDEMIA to Customer from time to time at Customer's request.

"IDEMIA" shall mean IDEMIA Identity & Security USA LLC.

"idFabric™" is a messaging agent and infrastructure between the Customer system of record and the Platform that is necessary for the provisioning of Mobile ID and certain mobile ID

Services.

## IDEMIA CONFIDENTIAL INFORMATION

"Individual(s)" shall mean individual persons who download the mID application onto their mobile device and use the mID App to request and obtain verification of their identity, and who then use IDEMIA's mID functionality to enter into an online or face-to-face transaction with Relying Parties.

"mID Mobile Application" shall mean IDEMIA's Mobile ID software and other software applications that make up the Mobile Driver License rendering and provisioning, and the deployment and integration thereof, as well as the electronic ID service as applicable whether installed on premises or hosted, along with all Updates thereto.

"Mobile ID as a Service Platform" means all application and services components that enable the provisioning, rendering and verification services for mID described herein.

"Mobile ID" or "Mobile ID Credential" or "mID" shall mean electronic identity credentials provided via the mID App or other IDEMIA mID functionality, such as a mobile Driver License or other electronic mobile ID issued at the request of an Individual and used by the Individual to interact with Relying Parties, including by logging into Relying Parties' websites and conducting transactions with Relying Parties in person and online.

"Participation Agreement" means the agreement that is executed and signed by any State or Government Agency to bind them to the terms of this Agreement for Services.

"Platform" shall mean IDEMIA's Mobile ID as a Service Platform and the components thereof, including without limitation IDEMIA idFabric™ and mobile applications that make up the Mobile Driver License rendering and provisioning, and the deployment and integration thereof, the proofing and verification of the Mobile ID, along with all Updates thereto.

"Relying Party(ies)" shall mean any entities that rely on mID and mID functionality to verify the identity of an Individual and authenticate that Individual's participation in online and face-to-face transactions.

"Services" shall mean those IDEMIA services identified in the mID SOW and described in Section III of these Terms and Conditions.

"Supported Platforms" shall mean those mobile devices, platforms and interfaces that are identified or described by IDEMIA's Platform Product Guide, as updated. The list of Supported Platforms is made available upon request and is updated from time to time by IDEMIA.

"Term" shall mean the period of time for performance of the Agreement that begins on the Effective Date and, unless terminated sooner or extended by the parties, shall continue for a period of [ one (1) year(s) or until the later expiration of all pending SOWs in effect during the Term, unless otherwise agreed by the Customer and IDEMIA in signed writing. The Term may be renewed for additional one (1) year periods upon the parties' execution of an Extension

Addendum and the Customer's payment of any Fees.

"Updates" shall mean modifications, corrections, bug fixes, enhancements, or additions to the Platform for which IDEMIA generally does not charge an additional fee.

### III. THE SERVICES

#### IDEMIA CONFIDENTIAL INFORMATION

IDEMIA and Customer enter into the attached Mobile ID Statement of Work ("mID SOW") to amend the terms and conditions of the existing Customer contract (the "Contract"), to provide the additional Services described in the mID SOW in accordance with these Terms & Conditions, which shall govern those additional Services.

##### A. Scope of Services

The Services will permit Customer and IDEMIA, to (i) verify the identity of an Individual in real time, in response to a secure, authenticated request submitted by that Individual using IDEMIA's mobile ID application ("mID App") or other IDEMIA functionality; (ii) issue an official mobile version of an Individual's official State identity credential (mID); (iii) use the mID to authenticate Individuals online and in person; (iv) make the mID functionality available to other State agencies; and (v) brand the IDEMIA mID App as the State's mID App. Collectively, the Services provide the Customer, participating State agencies, and other Relying Parties with an increased assurance that the Individuals interacting with them are who they claim to be for purposes of electronic transactions, and also facilitate more rapid and efficient in-person interactions.

##### 1. Identity Verification

Customer will install, or permit IDEMIA to install, the idFabric that, with other Platform components, permits IDEMIA to verify the identity of Individuals in real time in response to secure, authorized requests using the mID App or other IDEMIA functionality. This Identity Verification process provides the foundation for the Services provided to Customer for the issuance of the State Mobile Identity Credential and for identity verification in transactions with government and commercial Relying Parties.

##### 2. Official State Mobile Identity Credential

Using the Platform, Customer can issue an official mobile version of an Individual's State Driver's License or other State-authorized identity credential to Individuals in response to secure, authorized requests from the Individual using the mID App. The mID will be secured by IDEMIA within the Individual's mID App for use on a Qualified Mobile Device as long as this Agreement remains in effect. At IDEMIA's discretion, issued mID Credentials will be re-registered or refreshed annually or as otherwise necessary to maintain its trusted status and facilitate its acceptance when used by the Individual to interact with the Customer and other Relying Parties ("mID Services").

##### 3. Use of mID to Authenticate Individuals in Transactions with Customer

The Platform permits Customer to accept and use mIDs, the mID App, and interact with other

mID functionality to authenticate Individuals in online and in-person transactions.

#### 4. Use of mID to Authenticate Individuals in Transactions with Other Government Agencies and Commercial Relying Parties

This Agreement and the Services are specific to Customer, but the Services may also be made available to other State agencies with the other State agency's payment of any additional Fees that are shown on the current schedule of Fees or as otherwise provided in a quote from IDEMIA.

### IDEMIA CONFIDENTIAL INFORMATION

In addition, Individuals will be able to use the mID App to initiate transactions and authenticate themselves with government and commercial Relying Parties with which the Individual chooses to interact and IDEMIA may charge Fees for such services.

#### 5. The mID App and State Branding

Customer shall not contract with an entity other than IDEMIA for the purposes of providing State mobile or electronic identity credentials to citizens or residents during the term hereof. IDEMIA will provide and maintain the Software and Services necessary to support the mID App and to permit Customer to issue an mID for Individuals and permit the Individual to use the mID App and other IDEMIA functionality in interactions with the Customer, State Agencies, and other Relying Parties. IDEMIA will maintain the mID App in the Apple App Store and Google Play for use on Qualified Mobile Devices, including publication of and subsequent updates to the mID App and to the Terms of Use and Privacy Statement.

Customer acknowledges and agrees that Individuals may use the mID and related IDEMIA functionality to interact with Relying Parties for government and commercial purposes, including without limitation banking transactions, retail transactions, and other online and commercial transactions. New service offerings may be integrated into the Software to facilitate solutions for specific business needs.

IDEMIA will cooperate with Customer, at no cost to Customer, to promote a wide variety of mID use cases by Relying Parties as may be provided in the SOW. IDEMIA's marketing materials for those purposes may include press releases, advertisements, brochures, website and social media material, and other publications. IDEMIA may refer to the Customer, and to the extent applicable, the Customer's branding of the mID App, in any of its marketing materials relating to the Mobile ID Services.

IDEMIA will, as long as this Agreement is in effect, label the IDEMIA mID App to be used by Individuals within the State as a State-branded App for publishing to the Apple App Store and Google Play. State hereby approves the use of State trademarks and copyright materials used in such State branded App. If required by an official app store, Customer shall be responsible for providing the necessary or requested authorizations to IDEMIA to permit IDEMIA to maintain the mID App in the official app stores, including publication of and subsequent updates to the App and to the Terms of Use and Privacy Statement, which shall be provided to Customer for



review prior to posting.

## B. Platform License and Use

IDEMIA will provide Customer with access to the Platform and Platform components for use in accordance with these Terms & Conditions. IDEMIA grants to Customer a non-exclusive, non-transferable, paid-up, revocable license to use the Platform and Platform components for the purposes of performing ID Verification during the Term. IDEMIA retains ownership of all right, title and interest to the Platform, components and related documentation, and the intellectual property rights therein (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the Platform license granted in this Section III. Customer agrees not to (i) copy, modify, or reverse engineer the Platform components, hardware or design, make derivative works based upon the Platform, or use the Platform to develop any products, without IDEMIA's prior written approval or (ii) sell, license, rent, or transfer the Platform to any third party.

The Platform is IDEMIA COTS Software. The Customer's use of the Platform components installed on the Customer's system is governed by the Platform License terms of this Agreement unless superseded by an

## IDEMIA CONFIDENTIAL INFORMATION

End User License Agreement provided by IDEMIA with the Platform documentation. Individuals' licensed use of the Platform components installed on their Supported Platform is governed by the terms of the click-through End User License Agreement provided with the mID App.

## C. Installation and Maintenance

### 1. Installation

Prior to installation of the Platform components, Customer will verify full functionality of their backend hardware and software in accordance with the Product Guide description of User Acceptance Testing (UAT). Any Platform components to be released to Customer will first be tested by IDEMIA's Quality Assurance (QA) Department. IDEMIA's QA Department will perform the testing in accordance with the standard scenarios. See mID SOW Section concerning Design, Development and Testing.

The Schedule listed in the SOW is subject to the timely identification and implementation of the connectivity between the State System of Record holding the driver license information, the idFabric™ adapter as web services and the necessary test documents to verify the end-to-end operation of the deployed mID solution. These estimates may be amended or adjusted.

IDEMIA will deliver and install the idFabric™ on the Customer's system on a date that will be mutually agreed upon by the parties.

### 2. Updates

IDEMIA will make Updates available to Customer and Individuals in object code as the Updates become available for general release and to the extent such Updates apply to the Platform. IDEMIA will deliver Updates (i) to the Customer by pushing the Updates via remote access to Customer's system on which the Platform component is installed, and (ii) to Individuals via



applicable delivery means for the mID App installed by the Individual on a Qualified Mobile Device. Failure or refusal on the part of the Customer or an Individual to promptly install an Update may prevent IDEMIA from being able to perform the Services and in such event IDEMIA shall be excused from any resulting failure or damages related to its performance of the Services.

#### D. Technical Support and Assistance

##### 1. Requesting Support

IDEMIA will provide unlimited telephone and email support for the Customer to report issues relating to Services, Platform or mID to the IDEMIA Support Center (the "Help Desk") via telephone or email. IDEMIA's Help Desk is available on a 24/7 basis for the reporting of issues and is staffed with trained support specialists during IDEMIA's standard business hours of 6:00 AM to 6:00 PM CST, five days per week (Monday through Friday), excluding IDEMIA's recognized holidays. Customer will receive a telephone or e-mail response, as appropriate, within four (4) business hours from the time the Customer's request for support was logged by the IDEMIA Help Desk during IDEMIA's standard business hours. [By way of illustration only, a Customer call placed at 7:00 a.m. CST on an IDEMIA work day would be returned by no later than 11:00 a.m. CST that same day. By way of further illustration, a Customer call placed at 5:30 p.m. Central on a weekday would be returned no later than 9:30 a.m. Central the next IDEMIA work day.]

#### IDEMIA CONFIDENTIAL INFORMATION

Customer's request for support from IDEMIA shall describe the problem in sufficient detail to enable IDEMIA to understand and duplicate or recreate the problem. Customer shall provide the following information to IDEMIA when submitting its request for support:

- (i) product registration number, license number or incident number, if applicable;
- (ii) exact wording of error messages;
- (iii) recital of steps taken by Customer before the problem occurred; and
- (iv) a list of steps taken by Customer in attempting to resolve the problem

IDEMIA reserves the right to request such further information as IDEMIA reasonably deems necessary. 2. Initial Technical Assistance

IDEMIA will provide Customer with initial technical assistance regarding the following issues via telephone or e-mail:

- (i) IDEMIA will determine if the problems the Customer is encountering are attributable to errors in the Platform;
- (ii) IDEMIA will answer questions concerning installation of the Platform components in the form originally delivered and installed, if applicable, by IDEMIA; and
- (iii) IDEMIA will seek to resolve Customer's problems that occur during normal usage of the Platform.

##### 3. Resolving Programming Errors

IDEMIA will use reasonable commercial efforts to remedy any programming error in the Platform covered hereunder that is solely attributable to IDEMIA and that prevents the Platform from substantially conforming to IDEMIA's specifications. At IDEMIA'S sole discretion, the remedy may consist of correcting portions of the Platform or communicating a workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error.

#### 4. Exceptions

IDEMIA's obligation to provide technical assistance is limited to the Services as identified in the mID SOW and these Terms and Conditions and to circumstances that IDEMIA has control over. As a result, IDEMIA shall have no obligation to correct errors, and no liability for failing to correct errors, that result from

- (i) Errors that cannot be remedied because of operational characteristics of the Qualified Mobile Devices that are outside of IDEMIA's ability to control; or
- (ii) Errors regarding items other than the Platform or mID App, including failures caused by Customer or Customer's computer systems, communications networks, software, hardware or products not licensed or made available by IDEMIA to Customer; or
- (iii) Errors that result from Customer's failure to promptly update the idFabric™ in accordance with instructions from IDEMIA; or
- (iv) Errors that result from the Customer's failure to promptly facilitate IDEMIA'S access to the State branded mID App in the Apple App Store or Google Play for patching, updating, modification of the mID app or revisions to the Terms of Service or Privacy Statement; or
- (v) Errors that result from installing updates or upgrades to any third party software (i.e., Apple, Android, etc.); or

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- (vi) Errors that result from software viruses, worms, Trojans, and any other forms of destructive or interruptive means.

#### 5. Discretionary Support and Technical Assistance

IDEMIA may, at its sole discretion, support Customer by helping to identify and remedy errors that are not related to the Platform itself, including supporting or troubleshooting issues attributable to Customer provided systems or communication networks or failures caused by Customer or Customer's System or other software, hardware or products not licensed or made available by IDEMIA to Customer. IDEMIA's decision to provide support and troubleshoot issues not caused by IDEMIA in no way obligates IDEMIA to act similarly in future similar instances and does not waive otherwise applicable Terms & Conditions.

If IDEMIA determines that Customer requires ongoing help with a particular problem which is not caused by errors in the Platform or that is outside the scope of the original Agreement, IDEMIA may, in its sole discretion, refer Customer to IDEMIA's professional services support group. In the event IDEMIA agrees to correct any errors not covered by these Terms and Conditions, Customer shall pay IDEMIA for all such work at IDEMIA's then-current standard time and materials charges and terms and conditions.

#### IV. EXCLUSIONS FROM SERVICES

The Services are limited to the uses described in the mID SOW and these Terms and Conditions. If Customer desires greater or additional use of the Platform or Services, it shall contact IDEMIA and the parties shall discuss an amendment to their Agreement or entry into an Addendum or additional written agreement. IDEMIA may freely use, develop, market, and sell, without any obligation or restriction, any additional functionality or use of the Platform or Services based on any ideas or requests provided to IDEMIA by or on behalf of Customer.

IDEMIA may make additional service offerings available to facilitate solutions for specific business problems. Each such new service offering or solution may be separately priced and require a written addendum to these Terms & Conditions.

#### V. CUSTOMER RESPONSIBILITIES

The Customer shall have the following responsibilities under these Terms and Conditions:

- A. Customer shall permit IDEMIA to, or shall itself, install idFabric™ in accordance with the specifications and requirements provided by IDEMIA.
- B. Customer shall make Customer System reasonably available to IDEMIA for purposes of submitting queries and providing a response to such queries as part of the mID Services.
- C. As necessary, Customer shall install Updates as soon as practicable and, if required by an Official App Store, shall facilitate the release of IDEMIA patches and updates for the State-branded mID App.
- D. Customer shall designate a named contact person at each Customer installation site to receive all Updates, correspondence, and other communications concerning the Platform and or other notifications, and shall notify IDEMIA in writing of any change in the contact person(s).

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- E. Customer shall maintain and support its systems in a manner that enable Customer, Government agencies and commercial Relying Parties, and Individuals to continuously utilize the Services.
- F. Customer will be responsible for any additional costs it incurs while implementing mID services.

#### VI. TERM, RENEWAL AND TERMINATION

- A. Unless otherwise expressly agreed in the Agreement or an Addendum, the initial term of these Terms and Conditions shall commence upon signed acceptance of these Terms and Conditions and continue for the period of the Term.

- B. These Terms and Conditions automatically be renewed for additional one (1) year terms upon the expiration of the then existing Term unless either party provides the other party with notice of non-renewal at least sixty (60) days prior to the expiration of the then existing Term.
- C. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non breaching party provided the other with written notice of such breach.
- D. Within sixty (60) days of the expiration of this Agreement or termination by either party, IDEMIA shall cease using the portion of its mID App functionality that involves State branding for the App and shall cease depicting an official mobile version of the Individual's State's identity credential. IDEMIA shall, however, have the right to maintain the mID App without State branding, continue its relationship with Individuals and Relying Parties, migrate Individuals to the non-State branded App subject to the consent of such Individuals, continue using information provided directly by Individuals, and continue using IDEMIA's mID App to provide mID services to Individuals and Relying Parties through other means. State acknowledges that the State branded application may persist on Individuals' mobile devices until the Individual deletes the application. IDEMIA is released from liability for Individuals who continue using the State branded application after support has terminated.

## VII. FEES FOR SERVICES; CUSTOMER COMPENSATION

- A. IDEMIA is providing the Services described in Section III (1)-(3) without charge to Customer in consideration of Customer enabling IDEMIA to provide the authentication Services described in Section III (4).
- B. IDEMIA may charge a fee to Relying Parties for the use of Customer issued credential. IDEMIA will be solely responsible for pricing of Relying Party fees. In consideration of Customer permitting the use of the Customer's system of record to be accessed to verify an identity based on either a demographic or biometric check of an Individual utilizing their Mobile ID (excluding the initial system of record check for the credential issuance

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- and any interim credential renewal system of record checks) for a commercial Relying Party transaction, Customer will receive a fee for that transaction in accordance with IDEMIA's State revenue schedule ("Revenue Model").
- C. IDEMIA will provide Individuals a period for free trial use of the mID App. Thereafter, IDEMIA may charge a fee to Individuals.
- D. Unless exempt, Customer shall pay any municipal, state or federal taxes, however designated, levied or based on the charges payable under this Agreement that may be paid or be payable by IDEMIA, excluding taxes on IDEMIA's income.

## VIII. LIMITED WARRANTY / DISCLAIMER

IDEMIA will provide the Platform and Services hereunder in a professional and workmanlike manner by duly qualified personnel. IDEMIA warrants that the Platform will perform substantially in conformance with IDEMIA's specifications for the software. Except for this limited warranty, IDEMIA hereby disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose in regard to the Services, Platform, updates, and mID credentials. IDEMIA does not warrant and hereby disclaims all warranties concerning the susceptibility of the software, services and mID credentials to fraud, as well as fraudulent use of the software, services and mID credentials.

## IX. LIMITATION OF LIABILITY

In no event shall IDEMIA's aggregate liability to Customer and any Individual arising out of, or related to, this Agreement, under any cause of action or theory of recovery, exceed the greater of (i) the net fees for IDEMIA's services actually paid by Customer to IDEMIA under the applicable Addendum to this Agreement during the twelve (12) months prior to the date the Customer's cause of action arose, or (ii) One Hundred Thousand (\$100,000.00) Dollars US. In no event shall IDEMIA be liable to Customer or any Individual for any indirect, special, incidental, consequential or punitive damages (including, but not limited to, lost profits or revenue; loss, inaccuracy, or corruption of data or loss or interruption of use; or for any matter beyond IDEMIA's reasonable control, even if advised of the possibility of such damages. No action, regardless of form, may be brought by Customer more than two (2) years after the date the cause of action arose. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, or may provide specific rights relating to privacy and data security, so the above limitations or exclusions may not apply to the Customers or Individuals. In such states, the liability of the IDEMIA parties shall be limited to the greatest extent permitted by law.

## X. INDEMNIFICATION

- A. Subject to the terms and conditions of this Agreement, IDEMIA shall defend, indemnify and hold harmless Customer from and against any and all third party actions, causes of action, suits, proceedings, claims, or demands by third parties (collectively, "Claims") against Customer alleging that the Platform or any Platform component provided under this Agreement infringes or violates any third-party Intellectual Property Right. IDEMIA will pay those costs and damages finally awarded against Customer in any such Claim that are specifically attributable to such Claim or those costs and damages agreed to in a

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monetary settlement of such Claim. Notwithstanding the foregoing, IDEMIA's obligation under this Section XI(A) excludes Claims to the extent they (i) would not have arisen but for a modification made by or for Customer to the applicable Platform component, (ii) are based solely on software that IDEMIA developed and delivered in accordance with a Customer detailed specification; (iii) are based on any unauthorized use, reproduction or distribution of Platform or

Platform components; (iv) are based on any use, reproduction or distribution of any version of a Platform component other than the most current release available to Licensee; (v) would not have arisen but for use of the Platform or Platform component in combination with software, hardware, equipment or services not supplied by IDEMIA; or (vi) would not have arisen but for Customer's gross negligence or willful misconduct. This Section XI(A) states IDEMIA's entire liability and Customer's sole and exclusive remedy for Intellectual Property Rights infringement or misappropriation claims or actions.

- B. Notwithstanding anything in this Section XI to the contrary, and without limiting IDEMIA's other obligations under this Agreement, if the Platform or any component thereof is held to constitute an infringement and its use as contemplated by this Agreement is enjoined or threatened to be enjoined, or if IDEMIA reasonably believes that the Platform or any component thereof could infringe a third party's Intellectual Property Rights (the "Alleged Infringing Component"), IDEMIA shall notify Customer and, at IDEMIA's expense and option, either: (i) procure for Customer the right to continued use of the Alleged Infringing Component under this Agreement; (ii) replace or modify the Alleged Infringing Component under this Agreement such that it is non-infringing and still meets the requirements of this Agreement to Customer's reasonable satisfaction; or (iii) if (i) or (ii), in IDEMIA's sole determination, are not feasible, then either Party may terminate this Agreement.
- C. The obligations of IDEMIA to defend a Claim under this Section XI are conditioned on Customer promptly notifying IDEMIA in writing of any Claim, and providing IDEMIA, at IDEMIA's expense, with reasonable assistance, information and authority reasonably required for the defense and settlement of the Claim. Any delay in giving such notice shall constitute a breach of this Agreement. Customer shall have the right to employ separate counsel and participate in the defense of any Claim, at Customer's expense. IDEMIA shall in all cases have the right to settle or compromise any such proceeding, claim or demand or to refrain therefrom, provided that if Customer does not consent to a reasonable settlement or compromise proposed by IDEMIA and agreed to by the third party and such claim or demand shall ultimately result in a judgment or settlement greater than the proposed settlement or compromise, IDEMIA shall be discharged from any liability hereunder with respect to any amount in excess of the settlement or compromise so proposed and agreed to by the third party and any expenses (including reasonable attorneys' fees) incurred subsequent to the date the settlement or compromise originally was so proposed and agreed to by the third party. If Customer effects a settlement or compromise without the prior written consent of IDEMIA, IDEMIA shall be discharged from any liability hereunder (including reasonable attorneys' fees and expenses).

## XI. FORCE MAJEURE

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In no event shall IDEMIA be responsible for delays in the performance of Services when the



same are the result of any cause beyond IDEMIA's control, including but not limited to fires, floods, strikes or other labor disputes, epidemic, pandemic, acts of sabotage, riots, precedents or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any state government or any subdivision or agency thereof, delay in transportation or lack of transportation, facilities, restrictions imposed by federal, state or other governmental legislation or rules or regulations thereof.

## XII. ASSIGNMENT

The Services are personal to the parties. Accordingly, this Agreement may not be assigned by Customer without the prior express written consent of IDEMIA.

## XIII. PRIORITY

These Terms and Conditions, together with any current or future Addenda, constitute the entire agreement between the parties regarding the Services and mID functionality described herein and may not be modified except in writing signed by duly authorized representatives of IDEMIA and the Customer. In the event of any conflict or inconsistency between these Terms and Conditions and any other document that is part of the Agreement, these Terms and Conditions shall govern unless expressly stated otherwise in an Addendum.

ADDENDUM X

PARTICIPATION AGREEMENT

This Participation Agreement is made this \_\_\_\_ day of \_\_\_\_\_, ("Effective Date") between the State of West Virginia by and through the \_\_\_\_\_ ("Customer") and IDEMIA Identity & Security USA LLC ("Vendor") and is a Contract Document in connection with the contract resulting from West Virginia ("Contract") between the State of West Virginia by and through the Office of Management and Enterprise Services and Vendor, effective June 14, 2019, as amended. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in the Contract.

Customer by signing this Participation Form agrees to the terms, conditions and fees of the Contract for the following elected Participation Services (check all that apply):

- \_\_\_\_\_ Credential Issuing Services
- \_\_\_\_\_ mID Verification Services
- \_\_\_\_\_ IPV Identity Proofing and Verification Services

The parties shall mutually agree on the plan of implementation for each Participation Service.

NOTE TO CUSTOMER:

CUSTOMER IS ADVISED TO CONSULT WITH ITS LEGAL COUNSEL REGARDING COMPLIANCE WITH ALL PRIVACY LAWS, ESPECIALLY PERTAINING TO THE CAPTURING, GATHERING, STORAGE AND/OR TRANSFERRING OF INDIVIDUALS' PERSONALLY IDENTIFIABLE INFORMATION.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Participation Agreement and to bind their respective Party thereto.

CUSTOMER: VENDOR:

\_\_\_\_\_

Authorized Signature Authorized Signature



\_\_\_\_\_ Printed

Name Printed Name

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\_\_\_\_\_

Title Title

\_\_\_\_\_

Date Date



IDEMIA's Identity Manager (IIM) offering is designed to support jurisdictions to integrate with a Wallet Partner in a manner that best supports the jurisdictions' need to provide a high quality, consistent registration and lifecycle update experience to residents. IIM specifically tests how Wallet Partners handle upstream scenarios to support Exception Handling processes or revisions. Further details for IIM are attached along with this proposal

## 5. PRICING PROPOSAL.

Issuance Volume (Est.  
not committed)

|   |            | 0         | 100000    | 100000                     | 100000                     | 100000                     | 100000                     |                              |
|---|------------|-----------|-----------|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|
|   |            |           |           | Year 2<br>(option<br>year) | Year 3<br>(option<br>year) | Year 4<br>(option<br>Year) | Year 5<br>(option<br>year) | Total (5<br>Year<br>Program) |
| Offering                                    | Deployment | Year 1    |           |                            |                            |                            |                            |                              |
| Total Revenue                               | #          | \$575,000 | \$115,000 | \$115,000                  | \$115,000                  | \$115,000                  | \$115,000                  | \$1,150,000                  |
| ID Fabric                                   | 1          | \$200,000 |           |                            |                            |                            |                            | \$200,000                    |
| Idemia Wallet                               | 1          | \$75,000  |           |                            |                            |                            |                            | \$75,000                     |
| Annual Support                              | 1          |           | \$30,000  | \$30,000                   | \$30,000                   | \$30,000                   | \$30,000                   | \$150,000                    |
| Wallet Integrations -<br>Optional           | 3          | \$300,000 |           |                            |                            |                            |                            | \$300,000                    |
| Platform Fee                                | 3          |           | \$60,000  | \$60,000                   | \$60,000                   | \$60,000                   | \$60,000                   | \$300,000                    |
| mID Issuance (\$0.25 Per<br>Proofing Event) |            | \$0       | \$25,000  | \$25,000                   | \$25,000                   | \$25,000                   | \$25,000                   | \$125,000                    |
| <b>Optional Solutions</b>                   |            |           |           |                            |                            |                            |                            |                              |
| Extended Review                             | 1          | \$25,000  | \$100,000 | \$100,000                  | \$100,000                  | \$100,000                  | \$100,000                  | Optional                     |
| Idemia Identity Manager                     | 1          | \$150,000 | \$0       | \$0                        | \$0                        | \$0                        | \$0                        | Optional                     |

### Additional Pricing Considerations

Pricing assumes:

1. The current as-is proofing steps as discussed in this proposal and in alignment with the "Design Principles" as outlined. Any changes to the proofing process may result in changes to the pricing.
2. For the purposes of this proposal, the mDL Issuance Maintenance fee applies to the FIRST issuance of the mDL to whichever of the 3 in-scope wallets he/she chooses. See following table for pricing scenarios:

Table 1 - mDL Maintenance Fee - Illustrative Pricing Scenarios

| Scenario | Description   | IDEMIA Price to DMV |
|----------|---|---------------------|
| 1        | User issued mDL to the Apple wallet and never issued to other wallets | \$0.25 cents        |

|   |   |              |
|---|---|--------------|
| 2 | User issued mDL to the IDEMIA app and never issued to other wallets   | \$0.25 cents |
| 3 | User first issued the mDL to the IDEMIA App and then separately issued the mDL to the Apple Wallet  | \$0.25 cents |
| 4 | User first issued the mDL to his Apple Wallet and then separately issued the mDL to the IDEMIA App  | \$0.25 cents |
| 5 | User first issued the mDL to his Samsung Wallet and then separately issued the mDL to the IDEMIA App  | \$0.25 cents |
| 6 | User first issued the mDL to his Apple Wallet and then separately issued the mDL to the IDEMIA App and then separately issued the mDL to the Samsung wallet | \$0.25 cents |

3. IDEMIA reserves the right to charge for any post-issuance event that requires an mDL holder to perform Reproofing (e.g. lost/stolen device).
4. Extension of this agreement beyond 3 years will require negotiation
5. Extended Review service is not included in this pricing.

IDEMIA's team looks forward to discussing our proposal, clarifying and addressing any concerns, and a long collaboration with the DMV.

