



Dale County Commission

Commission Meeting Minutes – July 28, 2020

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

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

APPROVED – AGENDA

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

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

APPROVED – MEMORANDUM OF WARRANTS

Commissioner McKinnon made a motion to approve the following Memorandum of Warrants:

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

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

APPROVED – JULY 14, 2020 MINUTES

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

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

APPROVED – PERSONNEL

Commissioner Gary made a motion to approve the following:

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

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

APPROVED – CAPITAL FUND 116 EXPENDITURE – HEAT PUMP

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

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

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

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

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

APPROVED – MASS NOTIFICATION ALERT SYSTEM - EMA

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

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

APPROVED – AD VALOREM JAIL TAX – FUND 151

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

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

APPROVED – CREDIT CARD LIMIT INCREASE

Commissioner McKinnon made a motion to approve the credit limit from \$10,000 to \$15,000 for the credit card held by the Administrator.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

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

ADJOURNMENT: CONFIRMATORY STATEMENT

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

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



Mark Blankenship, Commission Chairman

EMS Funding April - June, 2020

Exhibit 1

Total Available Funds (less carryover): \$ 64,863.90

Date Commission Approved: 7/28/2020

% OF FUNDS TO BE DISTRIBUTED	BEGINNING BALANCE	FUNDS AVAILABLE APR-JUN 20	REDISTRIBUTED*	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RUNS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$0.00	\$16,717.50		\$16,717.50	Ozark EMS	1030/1030	\$111,759.00	\$16,717.50	\$0.00
					Daleville	200	\$27,455.00	\$13,880.10	
					Clayhatchee				
					Level Plains	contract w/ enterprise	\$1,500.00	\$1,500.00	
23%	\$0.00	\$15,380.10		\$15,380.10			\$28,955.00	\$15,380.10	\$0.00
					Artton	43/36			
					Marley Mill	respond to calls	\$0.00	\$0.00	\$6,687.00
					Skipperville				
					Echo	197/195	\$21,587.00	\$10,699.20	
					Choctawhatchee				
					Ewil		\$21,587.00	\$10,699.20	\$0.00
16%	\$0.00	\$10,699.20		\$10,699.20					
					South Dale EMS	226/216	25,000.00	\$11,535.08	
					ECHO			\$3,845.03	
					PAID TO SO DALE: Newton (30%)				
					ECHO *-Pinckard (30%)*				
					\$3,076.02				
					\$4,614.03				
					PAID TO SO DALE: Midland City (30%)				
					\$1,538.01				
					SO DALE EMS *-Pinckard (30%)*				
					\$4,614.03				
					PAID TO SO DALE: Grimes (5%)				
					\$769.01	contract w/ Echo			
					PAID TO SO DALE: Napier Field (5%)				
					\$769.01				
23%	\$0.00	\$15,380.10		\$15,380.10			\$25,000.00	\$15,380.10	\$0.00

*PINCKARD- effective 06/01/20 South Dale EMS

\$64,863.90

\$64,863.90

\$6,687.00



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Kurt McDaniel
Dale County EMA, AL
202 S. Hwy 123, Suite C
Ozark AL 36360
United States
Ph: (334) 774-6025
Fax:
Email: daleema@centurylink.net

Quote #: Q-53271
Date: 7/13/2020
Expires On: 9/30/2020
Confidential

Salesperson: David Gonzalez
Phone: 781-859-4041
Email: david.gonzalez@everbridge.com

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

Contact Summary:

Household Count:	19,112
Employee Count:	500

Qty	Description	Price
1	Mass Notification Pro	USD 11,287.50

Pricing Summary:

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

Messaging Credit Amount:

Year One Credit:	1,500,000
------------------	-----------

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Mark Blarinsky

Date:

7/28/20

Name (Print):

Mark Blarinsky

Title:

Chairman

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

THANK YOU FOR YOUR BUSINESS!

EXHIBIT A
Additional Business Terms

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

If Client Is Ordering Nixle® Products or Community Engagement:

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

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

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - **SMS Text messages:**
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
 - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - **Voice messages or Conference Voice:** One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - **TTY:** One minute per TTY message.
 - **Fax:** Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

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



SYSTEM INCLUSION

EVERBRIDGE MESSAGING CREDITS

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

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

Messaging Credits shall be calculated and consumed as follows:

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

A single Notification consists of:

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

For example:

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

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



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

July 13, 2020

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

Reference No. IDAL-L071320-02

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

LiveScan Desktop Upgrade

Table 1. Pricing

Description		Qty	Unit Price	Total
<i>TPE-WIN10-DESKTOP TP-IAT-CUSTOM 47FRT</i>	IDEMIA LiveScan System Upgrade to Windows 10 OS: <ul style="list-style-type: none"> Upgrade of LiveScan System Software NEW Computer with Windows 10 OS On-site Installation, Reconfiguration Freight 	1	\$2,934	\$2,934

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

Customer Responsibilities

Dale County Jail is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

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

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

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached.

Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

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

Proposal Expiration: November 30, 2020

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

Jayne Goodall

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@idemia.com | Mobile: (951) 833-2333 | Office: (714) 575-2956

We look forward to working with you.

Sincerely,




Michael Kato

Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Dale County Jail agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature 
Name Mark Blankenship
Date 7/28/20

Total Purchase Price (including any Options): _____

Please provide Billing Address:

Check if Billing Address is same as Shipping Address:

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

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

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____,

enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

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

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

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

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

6. LIMITATION OF LIABILITY Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach

or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

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

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

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed *Mark Blawhenship*
Name Mark Blawhenship
Title Chairman
Date 7/28/20

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

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

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

SECTION 2. SCOPE

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

SECTION 3. GRANT OF LICENSE

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

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

SECTION 4. LIMITATIONS ON USE

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

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

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

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