

STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and **3M Cogent, Inc.** ("Contractor"), with offices at 5025 Bradenton Avenue, Suite A, Dublin, Ohio, 43017.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2015. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

2 - PRICING AND PAYMENT

- 2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:
- X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

[Ohio STS Price List_3M Cogent.xls](#)

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

- 2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.
- 2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.6 Invoice Requirements. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

2.7 OHIO PAYMENT CARD. Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

2.8 NON-APPROPRIATION OF FUNDS. The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

2.9 OBM CERTIFICATION. This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

2.10 CONTROLLING BOARD AUTHORIZATION. The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

2.11 TRAVEL EXPENSES. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

2.12 TAXES. The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.

- 2.13 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Per Occurrence Limit
\$ 1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Fire Legal Liability
\$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- a. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- b. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

3.8 EXCUSABLE DELAY. Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

3.9 INDEPENDENT STATUS. The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.

3.10 LOCATION OF SERVICES AND DATA. As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

- 4.1 **ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

- 4.2 **TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.
- 4.3 **DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

- 5.1 **COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 CUSTOM DELIVERABLES. All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

5.3 CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
 - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than

injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 **USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

6 – TRANSACTION REPORTING

- 6.1 **Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 **Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

- 7.1 **WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

7.3 EQUIPMENT WARRANTY. If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in

accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 INDEMNITY. The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

7.5 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

8.1 SOFTWARE MAINTENANCE. If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a

commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

8.2 SOFTWARE UPGRADES. After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

8.4 EQUIPMENT MAINTENANCE STANDARDS. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these

requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

8.5 EQUIPMENT MAINTENANCE CONTINUITY. If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL). Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

8.7 MAINTENANCE ACCESS (GENERAL). For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

9.1 ASSIGNMENT. The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

9.2 SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 – CONSTRUCTION

10.1 HEADINGS. The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.

10.2 ENTIRE DOCUMENT. This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.

10.3 BINDING EFFECT. This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.

10.4 AMENDMENTS – WAIVER. No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.

- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

- 11.1 EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- 11.8 Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance

of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

11.9 **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING**

BY: 

BY: 
**ROBERT BLAIR, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES**

DATE: 11/8/2013

DATE: 11-27-13

Exhibit I



Microsoft Office
Excel Worksheet

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
PMA Matcher	3M Cogent	2011-COGPMA-Elite II	Cogent Programmable Matching Accelerator (@ 2M matches/second	1	\$1,208,999.40
PMA Matcher Maintenance	3M Cogent	2011-COGPMA-EliteII-MT	Programmable Matching Accelerator Annual Maintenance	1	\$113,788.18
PMA Elite Upgrade	3M Cogent	2011-COGPMAE-EUPG	PMA Elite series upgrade to the next sequential version in the Elite product line. All replaced components become the property of Cogent.	1	\$501,511.34
PMA Matcher Cabinet	3M Cogent	2011-COGPMA_CAB	PMA Matcher cabinet supporting up to three (3) Cogent PMA's	1	\$3,244.65
Feedback Matcher Cabinet	3M Cogent	2011-COGFB_CAB	Feedback Matcher cabinet supporting up to fifteen (15) Cogent Feedback Matchers	1	\$4,499.82
Feedback Matcher System Maintenance	3M Cogent	2011-COGFBM-PRC-SM	Hardware and Software maintenance on Feedback Matcher Processor.	1	\$524.14
Feedback Matcher Processor	3M Cogent	2011-COGFB_PRC	Feedback Matcher Processor. Minimum PIII, 933MHz, 256MB RAM, 18.2GB HDD and Cogent Feedback Matcher Software	1	\$8,397.68
Feedback Matcher System Maintenance	3M Cogent	2011-COGFBM-CAB-SM	Hardware and Software maintenance on Feedback Matcher Processor.	1	\$110.54
Matcher Controller	3M Cogent	2011-COGMTC-IBM	Cogent Fingerprint Matcher Controller Server with dual CPUs, 2GB RAM, 300 GB Storage	1	\$94,427.96
Matcher Controller Annual System Maintenance	3M Cogent	2011-COGMTC-IBM-SM	Hardware maintenance for Cogent Fingerprint matcher Controller to include remedial maintenance and failed component parts replacement.	1	\$14,164.19
CAFIS Multi-Purpose Workstation	3M Cogent	2009-COGAID-WS	Multi-purpose identification workstation for a distributed automated fingerprint identification system. Price includes desktop computer with flat-panel display, operating system software, Cogent CAFIS client, software license, and FBI-certified flatbed scanner.	1	\$23,508.35
National Webcheck Workstation	3M Cogent	2011-CS-NWC	A workstation, including all software and peripheral devices, that allows authorized users to interact with a web-based service that guides the user through the process of capturing fingerprint records and submitting the records to an external automated fingerprint identification workstation for processing. The workstation is equipped with a flat temprint scanner and a magnetic swipe reader used to enter data off a credit card or driver's license	1	\$6,074.43
Livescan Booking Station (Fingerprint/ Palm Print)	3M Cogent	2011-LS-500U-C-00	Cogent FBI-Certified Livescan scanner @500 dpi. Cogent finger and palm capture processing software including: 1.4-NIST Fingerprint image Capture, WSO compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, Desktop P4 80 GB IDE hard disk, 1GB RAM, 10/100 NIC, 19" 1280x1024 resolution color monitor (energy star compliant), MS-Windows Operating System, Ruggedized Cabinet, UPS for 20 power backup, Modem for remote support, Keyboard with trackball, Installation and training, Standard 1 Year Warranty (8x5 support)	1	\$27,706.25
Desktop Booking Livescan (Fingerprint/Palm Print)	3M Cogent	2011-LS-500U-D-00	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger and palm capture processing software including: 1.4-NIST Fingerprint image Capture, WSO compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, Desktop P4 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support)	1	\$23,481.05
1000 ppi Desktop Booking Livescan (Fingerprint/Palm Print) with Ruggedized Cabinet	3M Cogent	2013-LS-1000U-00	An FBI-certified livescan system for capturing fingerprints and palm prints @ 1000 dpi. Provided in a ruggedized fixed height cabinet suitable for use in a booking environment. Includes: host computer (Energy Star compliant), an LCD monitor (Energy Star compliant), an LCD monitor (Energy Star compliant), a UPS for power backup, the latest version of 3M COGENT's Livescan software and 3M Cogent's CS1000p livescan device. Price includes one-year warranty with access to technical support from 8 to 5, Monday through Friday	1	\$20,885.27
1000 ppi Desktop Booking Livescan (Fingerprint/Palm Print) with Ruggedized Cabinet Maintenance	3M Cogent	2013-LS-1000U-00-SM2	CS1000p Cabinet Standard Maintenance (M-F, 8AM-5PM) for second year after purchase.	1	\$3,132.79
1000 ppi Desktop Booking Livescan (Fingerprint/Palm Print) with Ruggedized Cabinet Maintenance	3M Cogent	2013-LS-1000U-00-SM3	CS1000p Cabinet Standard Maintenance (M-F, 8AM-5PM) for third year after purchase.	1	\$4,177.05
1000 ppi Desktop Booking Livescan (Fingerprint/Palm Print) with Ruggedized Cabinet Maintenance	3M Cogent	2013-LS-1000U-00-PM2	CS1000p Cabinet Premium Maintenance (24/7/365 with 4 hour response) for second year after purchase	1	\$3,654.92
1000 ppi Desktop Booking Livescan (Fingerprint/Palm Print) with Ruggedized Cabinet Maintenance	3M Cogent	2013-LS-1000U-00-PM3	CS1000p Cabinet Premium Maintenance (24/7/365 with 4 hour response) for third year after purchase.	1	\$4,699.19

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
1000 ppi Desktop Livescan (Fingerprint/Palm Print)	3M Cogent	2013-LS-1000-D-00	An FBI-certified livescan system for capturing fingerprints and palm prints @ 1000 dpi. Includes: host computer (Energy Star compliant), an LCD monitor (Energy Star compliant), an LCD monitor (Energy Star compliant), a UPS for power backup, the latest version of 3M Cogent's Livescan software and 3M Cogent's CS1000p livescan device. Price includes one-year warranty with access to technical support from 8 to 5, Monday through Friday.	1	\$15,964.54
1000 ppi Desktop Livescan (Fingerprint/Palm Print) Maintenance	3M Cogent	2013-LS-1000-D-00-SM2	CS1000p Desktop Standard Maintenance (M-F, 8AM-5PM) for second year after purchase.	1	\$2,394.68
1000 ppi Desktop Livescan (Fingerprint/Palm Print) Maintenance	3M Cogent	2013-LS-1000-D-00-SM3	CS1000p Desktop Standard Maintenance (M-F, 8AM-5PM) for third year after purchase	1	\$3,192.91
1000 ppi Desktop Livescan (Fingerprint/Palm Print) Maintenance	3M Cogent	2013-LS-1000-D-00-PM2	CS1000p Desktop Premium Maintenance (24/7/365 with 4 hour response) for second year after purchase	1	\$2,793.79
1000 ppi Desktop Livescan (Fingerprint/Palm Print) Maintenance	3M Cogent	2013-LS-1000-D-00-PM3	CS1000p Desktop Premium Maintenance (24/7/365 with 4 hour response) for third year after purchase	1	\$3,592.02
Desktop Booking Livescan (Fingerprint)	3M Cogent	2011-LS-CS50-D-00	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger capture processing software including: 14-NIST Fingerprint image Capture, WSO compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, Desktop P4 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support).	1	\$10,105.23
CAFIS Multi-Purpose Workstation Maintenance	3M Cogent	2011-COGAID-WS-SM	CAFIS Multi-Purpose Workstation to include remedial maintenance and failed component parts replacement.	1	\$3,173.63
Desktop Booking Livescan (Fingerprint) with Peer Provider Service Contract	3M Cogent	2011-LS-CS50-D-03	Cogent FBI-Certified Livescan scanner @ 500 dpi. (part number LS-CS50-D000) when purchased with a contract for peer provider services (part numbers LS-PEER-SU and LS-PEER-00 through 05 under SIN 132-51) under which Cogent will transmit fingerprint search requests from the purchased livescan unit to any government agency for which Cogent is an authorized peer provider.	1	\$9,622.55
National WebCheck Workstation annual maintenance	3M Cogent	2011-CS-NWC1-MT	Hardware and software maintenance of Cogent National WebCheck System	1	\$728.36
Livescan Booking Station Maintenance	3M Cogent	2011-LS-500U-C-00-MT	Cogent FBI-certified livescan booking station annual maintenance	1	\$4,155.94
Desktop Booking Livescan Maintenance	3M Cogent	2011-LS-500U-D-00-MT	Desktop Booking Livescan Maintenance	1	\$3,361.27
Desktop Booking Livescan Maintenance	3M Cogent	2011-LS-C50-D-00-MT	Desktop Booking Livescan Maintenance	1	\$1,515.78
Livescan Scanner	3M Cogent	2011-LS-CS50	Cogent FBI-Certified scanner @ 500 dpi. 14-NIST Fingerprint Image Capture. Standard 1 Year Warranty (8x5 support)	1 to 10	\$2,758.38
Livescan Scanner	3M Cogent	2011-LS-CS50-2	Cogent FBI-Certified scanner @ 500 dpi. 14-NIST Fingerprint Image Capture. Standard 1 Year Warranty (8x5 support)	11 to 20	\$2,620.51
Livescan Scanner	3M Cogent	2011-LS-CS50-3	Cogent FBI-Certified scanner @ 500 dpi. 14-NIST Fingerprint Image Capture. Standard 1 Year Warranty (8x5 support)	21 to 50	\$2,565.70
Livescan Scanner	3M Cogent	2011-LS-CS50-4	Cogent FBI-Certified scanner @ 500 dpi. 14-NIST Fingerprint Image Capture. Standard 1 Year Warranty (8x5 support)	51 to 100	\$2,372.16
Livescan Scanner	3M Cogent	2011-LS-CS50-5	Cogent FBI-Certified scanner @ 500 dpi. 14-NIST Fingerprint Image Capture. Standard 1 Year Warranty (8x5 support)	101 to 250	\$2,289.09
Portable Booking Livescan (Fingerprint/Palm Print)	3M Cogent	2011-LS-500U-P-00	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger and palm capture processing software including: 14-NIST Fingerprint image Capture, WSO compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, P4 Notebook 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support)	1	\$19,285.57
Portable Booking Livescan (Fingerprint)	3M Cogent	2011-LS-500-P-00	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger capture processing software including: 14-NIST Fingerprint image Capture, WSO compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, P4 Notebook 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support)	1	\$8,135.56
Foiler Case for Portable Livescan	3M Cogent	2011-AO-CASE	Hard plaster roller case with sturdy casters and well-protected compartments to protect portable livescan equipment	1	\$321.14

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
BlueCheck Mobile with Silicon Sensor	3M Cogent	2011-CS-BC-01	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	1 to 50	\$1,297.38
BlueCheck Mobile with Silicon Sensor	3M Cogent	2011-CS-BC-01-2	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	50 to 100	\$1,217.83
BlueCheck Mobile with Silicon Sensor	3M Cogent	2011-CS-BC-01-3	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	101 to 200	\$1,095.96
BlueCheck Mobile with Silicon Sensor	3M Cogent	2011-CS-BC-01-4	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	201 to 500	\$1,014.71
BlueCheck Mobile with Silicon Sensor	3M Cogent	2011-CS-BC-01-5	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	501+	\$933.47
Blue Check Mobile with Optical Sensor	3M Cogent	2009-CS-BC-02	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	1 to 50	\$1,734.07
Blue Check Mobile with Optical Sensor	3M Cogent	2009-CS-BC-02-2	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). - Resolution: 500 ppi. - Power: Battery Li-Ion 3.7V 900 mAh - Dimension (4.45" x 1.69" x 0.87") - Weight: approximately 3 ounces - I/O Interface: Bluetooth, USB 2.0	51 to 100	\$1,684.14

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Fusion Multi-Modal Handheld Device	3M Cogent	2011-HH-FUSION-P-00-D1	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture, automated processing and transmission of forensic quality fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints. Each unit includes one Cogent Mobile ID software license.</p> <ul style="list-style-type: none"> o Power: rechargeable 4.2 volt Li-Ion battery pack 8 hours (+) operational life, hot-swappable o Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H o Weight: 1.2 lbs with battery pack o Wireless: 802.11 b/g, GPRS/GSM, Bluetooth o GPS: all files generated automatically tagged with DTG geo-location o Peripherals included: case, mini-B USB cable for data exchange and AC charging unit. 	1 to 9	\$3,339.01
Fusion Multi-Modal Handheld Device	3M Cogent	2011-HH-FUSION-P-00-D1-2	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture, automated processing and transmission of forensic quality fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints. Each unit includes one Cogent Mobile ID software license.</p> <ul style="list-style-type: none"> o Power: rechargeable 4.2 volt Li-Ion battery pack 8 hours (+) operational life, hot-swappable o Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H o Weight: 1.2 lbs with battery pack o Wireless: 802.11 b/g, GPRS/GSM, Bluetooth o GPS: all files generated automatically tagged with DTG geo-location o Peripherals included: case, mini-B USB cable for data exchange and AC charging unit. 	10 to 50	\$3,172.01
Fusion Multi-Modal Handheld Device	3M Cogent	2011-HH-FUSION-P-00-D1-3	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture, automated processing and transmission of forensic quality fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints. Each unit includes one Cogent Mobile ID software license.</p> <ul style="list-style-type: none"> o Power: rechargeable 4.2 volt Li-Ion battery pack 8 hours (+) operational life, hot-swappable o Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H o Weight: 1.2 lbs with battery pack o Wireless: 802.11 b/g, GPRS/GSM, Bluetooth o GPS: all files generated automatically tagged with DTG geo-location o Peripherals included: case, mini-B USB cable for data exchange and AC charging unit. 	51 to 100	\$3,138.61
Fusion Multi-Modal Handheld Device	3M Cogent	2011-HH-FUSION-P-00-D1-4	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture, automated processing and transmission of forensic quality fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints. Each unit includes one Cogent Mobile ID software license.</p> <ul style="list-style-type: none"> o Power: rechargeable 4.2 volt Li-Ion battery pack 8 hours (+) operational life, hot-swappable o Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H o Weight: 1.2 lbs with battery pack o Wireless: 802.11 b/g, GPRS/GSM, Bluetooth o GPS: all files generated automatically tagged with DTG geo-location o Peripherals included: case, mini-B USB cable for data exchange and AC charging unit. 	101 to 200	\$3,071.82
Fusion Multi-Modal Handheld Device	3M Cogent	2011-HH-FUSION-P-00-D1-5	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture, automated processing and transmission of forensic quality fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints. Each unit includes one Cogent Mobile ID software license.</p> <ul style="list-style-type: none"> o Power: rechargeable 4.2 volt Li-Ion battery pack 8 hours (+) operational life, hot-swappable o Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H o Weight: 1.2 lbs with battery pack o Wireless: 802.11 b/g, GPRS/GSM, Bluetooth o GPS: all files generated automatically tagged with DTG geo-location o Peripherals included: case, mini-B USB cable for data exchange and AC charging unit. 	201 to 500	\$3,005.02

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Fusion Multi-Modal Handheld Device	3M Cogent	2011-HH-FUSION-P-00-D1-6	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture, automated processing and transmission of forensic quality fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints. Each unit includes one Cogent Mobile ID software license.</p> <ul style="list-style-type: none"> o Power: rechargeable 4.2 volt Li-Ion battery pack; 8 hours (+) operational life, hot-swappable o Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H o Weight: 1.2 lbs with battery pack o Wireless: 802.11 b/g, GPRS/GSM, Bluetooth o GPS: all files generated automatically tagged with DTG geo-location o Peripherals included: case, mini-B USB cable for data exchange and AC charging unit. 	500+	\$2,938.22
Fusion Multi-Modal Hand Held Device with Iris Matching and Latent Print Capture / Processing / Matching	3M Cogent	2011-HH-FUSION-P-00-D2	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture automated processing and transmission of forensic quality fingerprints, latent fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints, latent fingerprints and iris images. Each unit includes one Cogent Mobile ID software license. Power: rechargeable 4.2 volt Li-Ion battery pack; 8 hours (+) operational life, hot-swappable. Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H. Weight: 1.2 lbs with battery pack. Wireless: 802.11 b/g, GPRS/GSM, Bluetooth. GPS: all files generated automatically tagged with DTG geo-location. Peripherals included: case, mini-B USB cable for data exchange and AC charging unit.</p>	1 to 50	\$4,102.04
Fusion Multi-Modal Hand Held Device with Iris Matching and Latent Print Capture / Processing / Matching	3M Cogent	2011-HH-FUSION-P-00-D2-2	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture automated processing and transmission of forensic quality fingerprints, latent fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints, latent fingerprints and iris images. Each unit includes one Cogent Mobile ID software license. Power: rechargeable 4.2 volt Li-Ion battery pack; 8 hours (+) operational life, hot-swappable. Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H. Weight: 1.2 lbs with battery pack. Wireless: 802.11 b/g, GPRS/GSM, Bluetooth. GPS: all files generated automatically tagged with DTG geo-location. Peripherals included: case, mini-B USB cable for data exchange and AC charging unit.</p>	10 to 50	\$3,897.36
Fusion Multi-Modal Hand Held Device with Iris Matching and Latent Print Capture / Processing / Matching	3M Cogent	2011-HH-FUSION-P-00-D2-3	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture automated processing and transmission of forensic quality fingerprints, latent fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints, latent fingerprints and iris images. Each unit includes one Cogent Mobile ID software license. Power: rechargeable 4.2 volt Li-Ion battery pack; 8 hours (+) operational life, hot-swappable. Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H. Weight: 1.2 lbs with battery pack. Wireless: 802.11 b/g, GPRS/GSM, Bluetooth. GPS: all files generated automatically tagged with DTG geo-location. Peripherals included: case, mini-B USB cable for data exchange and AC charging unit.</p>	51 to 100	\$3,856.26
Fusion Multi-Modal Hand Held Device with Iris Matching and Latent Print Capture / Processing / Matching	3M Cogent	2011-HH-FUSION-P-00-D2-4	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture automated processing and transmission of forensic quality fingerprints, latent fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints, latent fingerprints and iris images. Each unit includes one Cogent Mobile ID software license. Power: rechargeable 4.2 volt Li-Ion battery pack; 8 hours (+) operational life, hot-swappable. Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H. Weight: 1.2 lbs with battery pack. Wireless: 802.11 b/g, GPRS/GSM, Bluetooth. GPS: all files generated automatically tagged with DTG geo-location. Peripherals included: case, mini-B USB cable for data exchange and AC charging unit.</p>	101 to 200	\$3,774.04
Fusion Multi-Modal Hand Held Device with Iris Matching and Latent Print Capture / Processing / Matching	3M Cogent	2011-HH-FUSION-P-00-D2-5	<p>Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture automated processing and transmission of forensic quality fingerprints, latent fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints, latent fingerprints and iris images. Each unit includes one Cogent Mobile ID software license. Power: rechargeable 4.2 volt Li-Ion battery pack; 8 hours (+) operational life, hot-swappable. Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H. Weight: 1.2 lbs with battery pack. Wireless: 802.11 b/g, GPRS/GSM, Bluetooth. GPS: all files generated automatically tagged with DTG geo-location. Peripherals included: case, mini-B USB cable for data exchange and AC charging unit.</p>	201 to 500	\$3,691.83

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Fusion Multi-Modal Hand Held Device with Iris Matching and Latent Print Capture / Processing / Matching	3M Cogent	2011-HH-FUSION-P-00-D2-6	Cogent Fusion Handheld Device: Handheld, multi-modal device supporting the capture automated processing and transmission of forensic quality fingerprints, latent fingerprints, iris images and facial images. Performs local or remote matching against captured fingerprints, latent fingerprints and iris images. Each unit includes one Cogent Mobile ID software license. Power: rechargeable 4.2 volt Li-Ion battery pack, 8 hours (+) operational life, hot-swappable. Dimensions: 8.1" L x 4.3" W (at widest point) x 2.1" H. Weight: 1.2 lbs with battery pack. Wireless: 802.11 b/g, GPRS/GSM, Bluetooth. GPS: all files generated automatically tagged with DTG geo-location. Peripherals included: case, mini-B USB cable for data exchange and AC charging unit.	500+	\$3,640.45
Web ID Client License with BlueCheck	3M Cogent	2011-SW-WBID-0-DBC	This is a combination of Cogent web browser based client license and off-the-shelf bluetooth enabled fingerprint scanner. This package allows authorized users to access Web ID web page that enables user to submit captured fingerprint images to an external automated fingerprint identification system for processing. The user can capture a pre-defined number of flat fingerprints captured via a bluetooth enabled fingerprint scanner.	1-100	\$1,284.56
Web ID Client License with BlueCheck	3M Cogent	2011-SW-WBID-0-DBC-2	This is a combination of Cogent web browser based client license and off-the-shelf bluetooth enabled fingerprint scanner. This package allows authorized users to access Web ID web page that enables user to submit captured fingerprint images to an external automated fingerprint identification system for processing. The user can capture a pre-defined number of flat fingerprints captured via a bluetooth enabled fingerprint scanner.	100+	\$1,240.89
Web ID Client License with FBI certified optical scanner	3M Cogent	2011-SW-WBID-D20	This is a combination of Cogent web browser based client license and off-the-shelf FBI certified optical fingerprint scanner. This package allows authorized users to access Web ID web page that enables user to submit captured fingerprint images to an external automated fingerprint identification system for processing. The user can capture a pre-defined number of flat fingerprints captured via a bluetooth enabled fingerprint scanner.	1-100	\$1,284.56
Web ID Client License with FBI certified optical scanner	3M Cogent	2011-SW-WBID-D20-2	This is a combination of Cogent web browser based client license and off-the-shelf FBI certified optical fingerprint scanner. This package allows authorized users to access Web ID web page that enables user to submit captured fingerprint images to an external automated fingerprint identification system for processing. The user can capture a pre-defined number of flat fingerprints captured via a bluetooth enabled fingerprint scanner.	100+	\$1,180.51
Mobile Ident II with Optical Sensor and Client Software	3M Cogent	2009-HH-IDENT II-P-00	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software. <ul style="list-style-type: none"> o LCD QVGA 320 x 240 touch-screen o Scanner Resolution: FBI & PIV certified 500 ppi optical sensor o Power: Rechargeable Lithium Ion 3.7V, 1800 mAh (extended battery) o Dimension: 6 x 3.15 x 1.30 in. (153 x 80 x 32.7 mm) o Weight: 13.4 ounces (380 g) with standard battery / 16.6 ounces (470 g) with extended battery o Wireless connection: GPS, GPRS / Edge GSM, CDMA, IEEE 802.11 b/g, Bluetooth V2.0 o I/O Interface: USB 2.0 client, USB 1.1 host o Reader: Mag-stripe reader ISO 7811, 3 tracks o Camera: Built-in 1.3 megapixel color CMOS Camera o Keyboard: Touch-screen keyboard Accessories: Carrying case, AC Power charger, USB active sync cable	1 to 50	\$2,156.00
Mobile Ident II with Optical Sensor and Client Software	3M Cogent	2009-HH-IDENT II-P-00-2	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software. <ul style="list-style-type: none"> o LCD QVGA 320 x 240 touch-screen o Scanner Resolution: FBI & PIV certified 500 ppi optical sensor o Power: Rechargeable Lithium Ion 3.7V, 1800 mAh (extended battery) o Dimension: 6 x 3.15 x 1.30 in. (153 x 80 x 32.7 mm) o Weight: 13.4 ounces (380 g) with standard battery / 16.6 ounces (470 g) with extended battery o Wireless connection: GPS, GPRS / Edge GSM, CDMA, IEEE 802.11 b/g, Bluetooth V2.0 o I/O Interface: USB 2.0 client, USB 1.1 host o Reader: Mag-stripe reader ISO 7811, 3 tracks o Camera: Built-in 1.3 megapixel color CMOS Camera o Keyboard: Touch-screen keyboard Accessories: Carrying case, AC Power charger, USB active sync cable	51-100	\$2,105.00

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Mobile Ident II with Optical Sensor and Client Software	3M Cogent	2009-HH-IDENT II-P-00-3	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software. <ul style="list-style-type: none"> o LCD QVGA 320 x 240 touch-screen o Scanner Resolution: FBI & PIV certified 500 ppi optical sensor o Power: Rechargeable Lithium Ion 3.7V, 1800 mAh (extended battery) o Dimension: 6 x 3.15 x 1.30 in. (153 x 80 x 32.7 mm) o Weight: 13.4 ounces (380 g) with standard battery / 16.6 ounces (470 g) with extended battery o Wireless connection: GPS, GPRS / Edge GSM, CDMA, IEEE 802.11 b/g, Bluetooth V2.0 o I/O interface: USB 2.0 client; USB 1.1 host o Reader: Mag-stripe reader ISO 7811, 3 tracks o Camera: Built-in 1.3 megapixel color CMOS Camera o Keyboard: Touch-screen keyboard o Case: AC Power charger, USB active sync cable Accessories: Carrying case.	101-150	\$1,999.00
Mobile Ident III with Optical Sensor and Client Software	3M Cogent	2009-HH-IDENT III-P-00	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software. <ul style="list-style-type: none"> o LCD QVGA 240 x 320 touch-screen o Scanner Resolution: FBI & PIV certified 500 ppi optical sensor o Power: Rechargeable Lithium Ion battery, 4.2 V, 4400 mAh, 8 hr continuous operation, hot swappable o Dimension: 8 x 3.6 x 2.2 in. o Weight: 1.38 lbs o Wireless connection: GPS, GPRS / Edge GSM, CDMA, IEEE 802.11 b/g, Bluetooth V2.0 o I/O Interface: USB 2.0 o Camera: Built-in 2.0 megapixel color CMOS Camera o Keyboard: QWERTY keyboard o Carrying case, AC Power charger, USB active sync cable, stylus Accessories:	1 to 50	\$2,931.00
Mobile Ident III with Optical Sensor and Client Software	3M Cogent	2009-HH-IDENT III-P-00-2	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software. <ul style="list-style-type: none"> o LCD QVGA 240 x 320 touch-screen o Scanner Resolution: FBI & PIV certified 500 ppi optical sensor o Power: Rechargeable Lithium Ion battery, 4.2 V, 4400 mAh, 8 hr continuous operation, hot swappable o Dimension: 8 x 3.6 x 2.2 in. o Weight: 1.38 lbs o Wireless connection: GPS, GPRS / Edge GSM, CDMA, IEEE 802.11 b/g, Bluetooth V2.0 o I/O Interface: USB 2.0 o Camera: Built-in 2.0 megapixel color CMOS Camera o Keyboard: QWERTY keyboard o Carrying case, AC Power charger, USB active sync cable, stylus Accessories:	51-100	\$2,900.00
Mobile Ident III with Optical Sensor and Client Software	3M Cogent	2009-HH-IDENT III-P-00-3	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software. <ul style="list-style-type: none"> o LCD QVGA 240 x 320 touch-screen o Scanner Resolution, FBI & PIV certified 500 ppi optical sensor o Power: Rechargeable Lithium Ion battery, 4.2 V, 4400 mAh, 8 hr continuous operation, hot swappable o Dimension: 8 x 3.6 x 2.2 in. o Weight: 1.38 lbs o Wireless connection: GPS, GPRS / Edge GSM, CDMA, IEEE 802.11 b/g, Bluetooth V2.0 o I/O Interface: USB 2.0 o Camera: Built-in 2.0 megapixel color CMOS Camera o Keyboard: QWERTY keyboard o Carrying case, AC Power charger, USB active sync cable, stylus Accessories:	101-150	\$2,867.00
Fingerprint/Palm Print Card Scanner	3M Cogent	2011-COGEFT-SCAUTO	FBI certified Flatbed Scanner (appendix F) with automatic feed for scanning @ 500 or 1000 ppi	1	\$4,815.35
Fingerprint/Palm Print Card Scanner Maintenance	3M Cogent	2011-COGSC-AUTO-HM	Hardware maintenance for Cogent Card Scan flatbed scanner to include remedial maintenance and failed component parts replacement.	1	\$135.31
FBI Certified High-Speed Scanner	3M Cogent	2011-COGEFT-HSAUTO	FBI certified Improvison Series 500 (appendix F) card scan with automatic feed for scanning with throughput rate of 1,000 tenprint cards per hour.	1	\$209,952.96
FBI Certified High-Speed Scanner Maintenance	3M Cogent	2011-COGEFT-HSAUTO-MT	Hardware maintenance for High-Speed Scanner to include remedial maintenance and failed component parts replacement.	1	\$31,492.94
Livescan Signature Pad USB	3M Cogent	2011-CLS-SP-ZTL462HSB	Add optional USB signature pad for livescan (not sold separately)	1	\$312.58
Livescan Signature Pad Serial	3M Cogent	2011-CLS-SP-ZTL462B	Add optional serial signature pad for livescan (not sold separately)	1	\$295.45

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Foot pedal	3M Cogent	2011-AO-DTFF	Add optional foot pedal to a livescan (not sold separately)	1	\$170.42
Foot Pedal Maintenance	3M Cogent	2009-AO-DTFF-MT	Foot Pedal Annual Maintenance	1	\$25.56
Barcode Scanner	3M Cogent	2011-AO-BARCODE	Add optional barcode scanner to a livescan (not sold separately)	1	\$501.84
Barcode Scanner Maintenance	3M Cogent	2009-AO-BARCODE-MT	Barcode Scanner Annual Maintenance	1	\$74.50
Touch Screen	3M Cogent	2011-AO-LSTS	Add optional touchscreen to a livescan (not sold separately)	1	\$2,312.21
Touch Screen Maintenance	3M Cogent	2009-AO-LSTS-MT	Touch Screen Annual Maintenance	1	\$346.83
FBI Certified Printer	3M Cogent	2011-AO-4510N	Xerox Phaser 4500 series laser printer with Cogent fingerprinting algorithm (Appendix F)	1	\$1,687.06
FBI-Certified Printer Maintenance	3M Cogent	2009-AO-4510N-MT	Annual Maintenance for FBI-Certified Printer	1	\$253.06
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	1-49	\$62.68
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-2	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	50-99	\$58.86
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-3	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	100-249	\$55.05
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-4	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	250-499	\$49.05
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-5	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	500-1000	\$45.24
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-6	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	2000	\$36.52
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-7	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	5000	\$32.97
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-8	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	10000	\$31.61
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-9	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	20000	\$29.70
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-10	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	50000	\$28.89
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-11	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	100000	\$27.80
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-12	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	200000	\$26.71
PCMCIA Smart Card Reader	3M Cogent	2009-COG-SCR-241-13	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Cableless, ideal for mobile users	500000	\$25.62
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	1-49	\$40.88
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-2	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version	50-99	\$35.43
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-3	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	100-249	\$32.70
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-4	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	250-499	\$27.25
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-5	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	500-1000	\$22.89
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-6	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	2000	\$18.26
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-7	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	5000	\$16.30
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-8	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	10000	\$15.53
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-9	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	20000	\$14.99
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-10	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	50000	\$14.44
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-11	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	100000	\$13.90
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-12	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	200000	\$13.63
USB Smart Card Reader	3M Cogent	2009-COG-SCR-331-13	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version.	500000	\$13.35
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	1-49	\$48.51

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-2	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	50-99	\$43.33
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-3	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	100-249	\$34.88
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-4	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	250-499	\$29.98
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-5	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	500-1000	\$26.71
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-6	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	2000	\$19.62
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-7	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	5000	\$17.17
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-8	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	10000	\$16.62
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-9	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	20000	\$15.97
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-10	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	50000	\$15.31
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-11	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	100000	\$14.88
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-12	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	200000	\$14.72
Combination Serial Port and USB SC Reader	3M Cogent	2009-COG-SCR-531-13	Provides secure access to sensitive data. It can be used for secure online banking, email encryption or digital signatures etcetera. Desktop version with exchangeable cable for USB and serial port.	500000	\$14.12
Livescan warranty upgrade (12 mo)	3M Cogent	2009-CLS-24x7	Cogent Systems FBI-certified Livescan booking station annual maintenance upgrade to 24 x 7 support	1	\$4,239.39
Desktop Booking Livescan Maintenance	3M Cogent	2009-LS-C50-D-03-MT	Desktop Booking Livescan Maintenance	1	\$1,504.50
Livescan Scanner Maintenance	3M Cogent	2011-LS-CS50-S-MT-1	Livescan Scanner Maintenance	1 to 10	\$413.76
Livescan Scanner Maintenance	3M Cogent	2011-LS-CS50-S-MT-1-2	Livescan Scanner Maintenance	11 to 20	\$393.08
Livescan Scanner Maintenance	3M Cogent	2011-LS-CS50-S-MT-1-3	Livescan Scanner Maintenance	21 to 50	\$384.85
Livescan Scanner Maintenance	3M Cogent	2011-LS-CS50-S-MT-1-4	Livescan Scanner Maintenance	51 to 100	\$355.82
Livescan Scanner Maintenance	3M Cogent	2011-LS-CS50-S-MT-1-5	Livescan Scanner Maintenance	101 to 250	\$343.36
Portable Booking Livescan Maintenance	3M Cogent	2011-LS-500U-P-00-MT-YR1	Portable Booking Livescan Warranty Upgrade Year 1 (24 x 7 x 365)	1	\$385.37
Portable Booking Livescan Maintenance	3M Cogent	2011-LS-500U-P-00-MT-YR2 24x7	Portable Booking Livescan Maintenance Year 2 (24 x 7 x 365)	1	\$2,700.15
Portable Booking Livescan Maintenance	3M Cogent	2011-LS-500U-P-00-MT-YR3 24 x7	Portable Booking Livescan Maintenance Year 3 (24 x 7 x 365)	1	\$2,780.65
Portable Booking Livescan Maintenance	3M Cogent	2011-LS-500U-P-00-MT-YR2	Portable Booking Livescan Maintenance Year 2 (M-F 8am-5pm)	1	\$2,314.27
Portable Booking Livescan Maintenance	3M Cogent	2011-LS-500U-P-00-MT-YR3	Portable Booking Livescan Maintenance Year 3 (M-F 8am-5pm)	1	\$2,383.69
Portable Livescan Maintenance	3M Cogent	2011-LS-CS50-P-00-MT-YR1	Portable Livescan (Fingerprint) Warranty Upgrade Year 1 (24 x 7 x 365)	1	\$1,173.23
Portable Livescan Maintenance	3M Cogent	2011-LS-CS50-P-00-MT-YR2 24x7	Portable Livescan (Fingerprint) Maintenance Year 2 (24 x 7 x 365)	1	\$1,138.98
Portable Livescan Maintenance	3M Cogent	2011-LS-CS50-P-00-MT-YR3 24 x7	Portable Livescan (Fingerprint) Maintenance Year 2 (M-F 8am-5pm)	1	\$976.27
Portable Livescan Maintenance	3M Cogent	2011-LS-CS50-P-00-MT-YR2	Portable Livescan (Fingerprint) Maintenance Year 3 (M-F 8am-5pm)	1	\$1,005.38
Portable Livescan Maintenance	3M Cogent	2011-LS-CS50-P-00-MT-YR3	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-01. Must be purchased when product is purchased	1 to 50	\$150.98
BlueCheck Mobile Identification Device Year 1 Maintenance	3M Cogent	2011-CS-BC-01-M1	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-01. Must be purchased when product is purchased	51 to 100	\$141.72
BlueCheck Mobile Identification Device Year 1 Maintenance	3M Cogent	2011-CS-BC-01-M1-2	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-01. Must be purchased when product is purchased	101 to 200	\$126.04

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
BlueCheck Mobile Identification Device Year 1 Maintenance	3M Cogent	2011-CS-BC-01-M1-4	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-01. Must be purchased when product is purchased.	201 to 500	\$116.70
BlueCheck Mobile Identification Device Year 1 Maintenance	3M Cogent	2011-CS-BC-01-M1-5	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-01. Must be purchased when product is purchased.	501+	\$107.35
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2011-CS-BC-01-M2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-01.	1 to 50	\$168.66
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2011-CS-BC-01-M2-2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-01.	51 to 100	\$158.32
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2011-CS-BC-01-M2-3	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-01.	101 to 200	\$142.47
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2011-CS-BC-01-M2-4	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-01.	201 to 500	\$131.91
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2011-CS-BC-01-M2-5	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-01.	501+	\$121.35
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2011-CS-BC-01-M3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-01.	1 to 50	\$181.63
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2011-CS-BC-01-M3-2	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-01.	51 to 100	\$170.50
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2011-CS-BC-01-M3-3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-01.	101 to 200	\$153.43
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2011-CS-BC-01-M3-4	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-01.	201 to 500	\$142.06
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2011-CS-BC-01-M3-5	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-01.	501+	\$130.69
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2011-CS-BC-01-M4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-01.	1 to 50	\$194.61
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2011-CS-BC-01-M4-2	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-01.	51 to 100	\$182.67
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2011-CS-BC-01-M4-3	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-01.	101 to 200	\$164.39
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2011-CS-BC-01-M4-4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-01.	201 to 500	\$152.21
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2011-CS-BC-01-M4-5	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-01.	501+	\$140.02
BlueCheck Mobile Identification Device Year 1 Maintenance	3M Cogent	2009-CS-BC-02-M1	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-02. Must be purchased when product is purchased.	1 to 50	\$199.42
BlueCheck Mobile Identification Device Year 1 Maintenance	3M Cogent	2009-CS-BC-02-M1-2	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-02. Must be purchased when product is purchased.	51 to 100	\$194.56
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2009-CS-BC-02-M2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-02.	1 to 50	\$225.43
BlueCheck Mobile Identification Device Year 2 Maintenance	3M Cogent	2009-CS-BC-02-M2-2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-02.	51 to 100	\$219.93
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2009-CS-BC-02-M3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-02.	1 to 50	\$242.77
BlueCheck Mobile Identification Device Year 3 Maintenance	3M Cogent	2009-CS-BC-02-M3-2	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-02.	51 to 100	\$236.85
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2009-CS-BC-02-M4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-02.	1 to 50	\$260.11
BlueCheck Mobile Identification Device Year 4 Maintenance	3M Cogent	2009-CS-BC-02-M4-2	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-02.	51 to 100	\$253.76
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M1	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D1. Must be purchased when product is purchased.	1 to 9	\$367.29
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M1-2	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D1. Must be purchased when product is purchased.	10 to 50	\$348.92
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M1-3	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D1. Must be purchased when product is purchased.	51 to 100	\$345.25

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M1-4	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D1. Must be purchased when product is purchased.	101 to 200	\$337.90
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M1-5	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D1. Must be purchased when product is purchased.	201 to 500	\$330.55
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M1-6	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D1. Must be purchased when product is purchased.	500+	\$323.20
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D1.	1 to 9	\$400.68
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M2-2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D1.	10 to 50	\$380.64
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M2-3	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D1.	51 to 100	\$376.63
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M2-4	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D1.	101 to 200	\$368.62
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M2-5	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D1.	201 to 500	\$360.60
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M2-6	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D1.	500+	\$352.59
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D1.	1 to 9	\$434.07
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M3-2	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D1.	10 to 50	\$412.36
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M3-3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D1.	51 to 100	\$408.02
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M3-4	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D1.	101 to 200	\$399.34
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M3-5	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D1.	201 to 500	\$390.65
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M3-6	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D1.	500+	\$381.97
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D1.	1 to 9	\$467.46
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M4-2	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D1.	10 to 50	\$444.08
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M4-3	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D1.	51 to 100	\$439.41
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M4-4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D1.	101 to 200	\$430.05
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M4-5	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D1.	201 to 500	\$420.70
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D1-M4-6	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D1.	500+	\$411.35
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M1	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D2. Must be purchased when product is purchased.	1 to 9	\$451.22
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M1-2	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D2. Must be purchased when product is purchased.	10 to 50	\$492.24
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M1-3	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D2. Must be purchased when product is purchased.	51 to 100	\$424.36
Fusion Device Year 1 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M1-4	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for HH-Fusion-P-00-D2. Must be purchased when product is purchased.	101 to 200	\$415.14
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D2.	1 to 9	\$492.24
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M2.2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D2.	10 to 50	\$467.68
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M2-3	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D2.	51 to 100	\$462.75

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Fusion Device Year 2 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M2-4	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for HH-Fusion-P-00-D2.	101 to 200	\$452.89
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D2.	1 to 9	\$533.26
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M3-2	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D2.	10 to 50	\$506.66
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M3-3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D2.	51 to 100	\$501.31
Fusion Device Year 3 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M3-4	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for HH-Fusion-P-00-D2.	101 to 200	\$490.63
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D2.	1 to 9	\$574.29
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M4-2	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D2.	10 to 50	\$545.63
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M4-3	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D2.	51 to 100	\$539.88
Fusion Device Year 4 Maintenance	3M Cogent	2011-HH-Fusion-P-00-D2-M4-4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for HH-Fusion-P-00-D2.	101 to 200	\$528.37
Mobile Identification Device II Year 1	3M Cogent	2009-HH-IDENT II-P-00-M1	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	1 - 50	\$247.94
Mobile Identification Device II Year 1	3M Cogent	2009-HH-IDENT II-P-00-M1-2	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	51 - 100	\$242.08
Mobile Identification Device II Year 1	3M Cogent	2009-HH-IDENT II-P-00-M1-3	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	101 - 150	\$229.89
Mobile Identification Device II Year 2	3M Cogent	2009-HH-IDENT II-P-00-M2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	1 - 50	\$280.28
Mobile Identification Device II Year 2	3M Cogent	2009-HH-IDENT II-P-00-M2-2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	51 - 100	\$273.65
Mobile Identification Device II Year 2	3M Cogent	2009-HH-IDENT II-P-00-M2-3	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	101 - 150	\$259.87
Mobile Identification Device II Year 3	3M Cogent	2009-HH-IDENT II-P-00-M3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	1 - 50	\$301.84
Mobile Identification Device II Year 3	3M Cogent	2009-HH-IDENT II-P-00-M3-2	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	51 - 100	\$294.70
Mobile Identification Device II Year 3	3M Cogent	2009-HH-IDENT II-P-00-M3-3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	101 - 150	\$279.86
Mobile Identification Device II Year 4	3M Cogent	2009-HH-IDENT II-P-00-M4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	1 - 50	\$323.40
Mobile Identification Device II Year 4	3M Cogent	2009-HH-IDENT II-P-00-M4-2	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	51 - 100	\$315.75
Mobile Identification Device II Year 4	3M Cogent	2009-HH-IDENT II-P-00-M4-3	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for CS-M1I. Must be purchased when product is purchased.	101 - 150	\$299.85
Mobile Identification Device III Year 1	3M Cogent	2009-HH-IDENT III-P-00-M1	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-M1II. Must be purchased when product is purchased.	1 - 50	\$337.07
Mobile Identification Device III Year 1	3M Cogent	2009-HH-IDENT III-P-00-M1-2	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-M1II. Must be purchased when product is purchased.	51 - 100	\$333.50
Mobile Identification Device III Year 1	3M Cogent	2009-HH-IDENT III-P-00-M1-3	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-M1II. Must be purchased when product is purchased.	101 - 150	\$329.71

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Mobile Identification Device III Year 2	3M Cogent	2009-HH-IDENT III-P-00-M2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	1 - 50	\$381.03
Mobile Identification Device III Year 2	3M Cogent	2009-HH-IDENT III-P-00-M2-2	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	51 - 100	\$377.00
Mobile Identification Device III Year 2	3M Cogent	2009-HH-IDENT III-P-00-M2-3	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	101 - 150	\$372.71
Mobile Identification Device III Year 3	3M Cogent	2009-HH-IDENT III-P-00-M3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	1 - 50	\$410.34
Mobile Identification Device III Year 3	3M Cogent	2009-HH-IDENT III-P-00-M3-2	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	51 - 100	\$406.00
Mobile Identification Device III Year 3	3M Cogent	2009-HH-IDENT III-P-00-M3-3	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	101 - 150	\$401.38
Mobile Identification Device III Year 4	3M Cogent	2009-HH-IDENT III-P-00-M4	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	1 - 50	\$439.65
Mobile Identification Device III Year 4	3M Cogent	2009-HH-IDENT III-P-00-M4-2	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	51 - 100	\$435.00
Mobile Identification Device III Year 4	3M Cogent	2009-HH-IDENT III-P-00-M4-3	Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period for CS-MIII. Must be purchased when product is purchased.	101 - 150	\$430.05
Feedback Matching Software	3M Cogent	2011-COGFBM-ENG	Cogent Feedback Matching Software	1	\$ 5,077.80
EFTS Transaction Management Software	3M Cogent	2011-COGFTS_TMS	Cogent Electronic Fingerprint Transmission Standard (EFTS) Transaction Management and Workflow control software.	1	\$ 21,818.67
Intage Processing Server Engine Software	3M Cogent	2011-COGIPS-ENG	Cogent Fingerprint Extraction and Quality Evaluation engine software.	1	\$ 4,125.71
Live ID Web Server	3M Cogent	2011-COGLVID-WEB	Cogent Live ID Web Server	1	\$ 67,439.53
TenPrint ID Web Server	3M Cogent	2011-COGTPID-WEB	Cogent Tenprint ID Web Server	1	\$ 83,307.66
Cogent Mobile ID Server Software	3M Cogent	2011-CS-MID-01	Regional server software for mobile identification devices.	1 to 50 users	\$ 15,112.50
Cogent Mobile ID Server Software	3M Cogent	2011-CS-MID-01-2	Regional server software for mobile identification devices.	51 to 100 users	\$ 25,187.50
Cogent Mobile ID Server Software	3M Cogent	2011-CS-MID-01-3	Regional server software for mobile identification devices.	101 to 200 users	\$ 35,262.50
Auto Correct Sequence Check Software	3M Cogent	2011-COGAUTO-ENG	Sequence Check Software with Auto Check	1	\$ 3,688.10
EFTS Scan Client	3M Cogent	2011-COGFTS_TSC	Transaction Management and Workflow control software Scanning application supporting 14-block fingerprint image capture and photo image capture. Supports interfaces to Cogent's FBI certified High-speed scanner, and flat-bed scanners.	1	\$ 8,399.70
Fingerprint Card Scanning Client Software	3M Cogent	2011-COGTPS-CLNT	Cogent Fingerprint Card Scanning application software supporting 14-block fingerprint image capture and photo image capture. Supports interfaces to Cogent FBI-certified High-speed scanner, and flatbed scanners.	1	\$ 12,020.10
CAFIS Prime Software	3M Cogent	2011-COGAFIS-STLN	Cogent CAFIS Prime standalone AFIS software for tenprint, palm print and latent processing	1	\$ 33,323.06
Fingerprint Authentication Software	3M Cogent	2011-COGFAS-WIN	Fingerprint Authentication Software (1:1 match)	1 to 99	\$ 325.30
Fingerprint Authentication Software	3M Cogent	2011-COGFAS-WIN-2	Fingerprint Authentication Software (1:1 match)	100 to 499	\$ 276.90
Fingerprint Authentication Software	3M Cogent	2011-COGFAS-WIN-3	Fingerprint Authentication Software (1:1 match)	500 to 1500	\$ 227.71
Fingerprint Authentication Software	3M Cogent	2011-COGFAS-WIN-4	Fingerprint Authentication Software (1:1 match)	site	\$ 392,795.60
Fingerprint Extraction & QC Software	3M Cogent	2011-COGFOC-WIN	Fingerprint Feature Extraction and Quality Evaluation Software	1 to 99	\$ 864.65
Fingerprint Extraction & QC Software	3M Cogent	2011-COGFOC-WIN-2	Fingerprint Feature Extraction and Quality Evaluation Software	100 to 499	\$ 752.15
Fingerprint Extraction & QC Software	3M Cogent	2011-COGFOC-WIN-3	Fingerprint Feature Extraction and Quality Evaluation Software	500 to 1500	\$ 619.65
Fingerprint Extraction & QC Software	3M Cogent	2011-COGFOC-WIN-4	Fingerprint Feature Extraction and Quality Evaluation Software	site	\$ 1,068,896.74
WSQ Compression Software	3M Cogent	2011-COGWSQ-WIN	FBI Certified WSQ Fingerprint Compression and Decompression S/W	1 to 99	\$ 174.55
WSQ Compression Software	3M Cogent	2011-COGWSQ-WIN-2	FBI Certified WSQ Fingerprint Compression and Decompression S/W	100 to 499	\$ 148.37
WSQ Compression Software	3M Cogent	2011-COGWSQ-WIN-3	FBI Certified WSQ Fingerprint Compression and Decompression S/W	500 to 1500	\$ 122.18
WSQ Compression Software	3M Cogent	2011-COGWSQ-WIN-4	FBI Certified WSQ Fingerprint Compression and Decompression S/W	site	\$ 206,186.45
Fingerprint Matching Software	3M Cogent	2011-COGAFIS-ENG	Cogent fingerprint matching engine software	1	\$ 9,917.58
Standalone Card Scan/Submission System	3M Cogent	2011-COGENT-TSA	Cogent Electronic Fingerprint Transmission Standard (EFTS) Scanning application supporting 14-block fingerprint image capture and photo image capture. Electronic Fingerprint Transmission Standard (EFTS) Transaction Management	1	\$ 11,484.56

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS50	<p>The Cogent Fingerprint Capture (FP<i>CaptureExpress</i>) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e Ivescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services:</p> <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSO fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	1	\$ 506.19
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS50-2	<p>The Cogent Fingerprint Capture (FP<i>CaptureExpress</i>) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e Ivescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services:</p> <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSO fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	2 to 10	\$ 480.80
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS50-3	<p>The Cogent Fingerprint Capture (FP<i>CaptureExpress</i>) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e Ivescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services:</p> <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSO fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	11 to 20	\$ 464.94

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS50-4	<p>The Cogent Fingerprint Capture (FPCaptureExpress) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e livescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services:</p> <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSO fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	21 to 50	\$ 445.10
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS50-5	<p>The Cogent Fingerprint Capture (FPCaptureExpress) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e livescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services:</p> <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSO fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	51 to 100	\$ 429.23
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS50-6	<p>The Cogent Fingerprint Capture (FPCaptureExpress) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e livescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services:</p> <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSO fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	101 to 250	\$ 414.95

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Livescan FP Capture Express SDK	3M Cogent	2009-SDK-LS-CS60-7	The Cogent Fingerprint Capture (FPCaptureExpress) SDK is a dynamic linked library that provides a customizable GUI interface for the CS500e livescan scanner. It can easily be integrated into Web-based or standalone applications and provides the following services: <ul style="list-style-type: none"> o Easy-to-use/customize GUI o Support for two screen resolutions: 1024 x 768 or 1280 x 1024 o Detect/Connect/Disconnect capture device o Customizable fingerprint acquisition workflow o Four predefined fingerprint acquisition protocols o Support for auto-capturing fingerprints o Output fingerprint images information o Compress/Output WSQ fingerprint images at 15:1 ratio o Minutiae Extraction o Embedded sequence and quality check o Output ANSI INCITS 378 minutia template and ANSI INCITS 381 Fingerprint image record o Manual cut for flat slap impression 	251 to 500	\$ 404.64
Feedback Matching Software Annual System Maintenance	3M Cogent	2011-COGFBM_ENG_SM	Software maintenance for Feedback Matching software to include updates to software libraries and documentation.	1	\$ 176.54
EFTS Transaction Management Software Annual System Maintenance	3M Cogent	2011-COGEFT-TMS-SM	Software maintenance for EFTS Transaction Manager software to include updates to software libraries and documentation.	1	\$ 1,522.46
Year 1 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-01	Year 1 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period. Must be purchased when product is purchased.	1 to 50	\$ 1,390.35
Year 1 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-01-2	Year 1 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period. Must be purchased when product is purchased.	51 to 100	\$ 2,317.25
Year 1 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-01-3	Year 1 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period. Must be purchased when product is purchased.	101 to 200	\$ 3,244.15
Year 2 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-02	Year 2 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period.	1 to 50	\$ 1,571.70
Year 2 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-02-2	Year 2 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period.	51 to 100	\$ 2,619.50
Year 2 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-02-3	Year 2 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period.	101 to 200	\$ 3,586.70
Year 3 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-03	Year 3 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period.	1 to 50	\$ 1,692.60
Year 3 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-03-2	Year 3 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period.	51 to 100	\$ 2,821.00
Year 3 Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-03-3	Year 3 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period.	101 to 200	\$ 3,949.40
Year 4+ Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-04	Year 4+ Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period.	1 to 50	\$ 1,813.50
Year 4+ Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-04-2	Year 4+ Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period.	51 to 100	\$ 3,022.50
Year 4+ Maintenance for Mobile ID Server Software	3M Cogent	2011-CS-MID-01-04-3	Year 4+ Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period.	101 to 200	\$ 4,231.50
Auto Correct Sequence Check Software Maintenance	3M Cogent	2009-COGAUTO-ENG-MT	Software Maintenance for Auto Correct Sequence Check Software to include updates to software libraries and documentation.	1	\$556.75
EFTS Scan Client Annual System Maintenance	3M Cogent	2011-COGEFT-TSC-SM	Software maintenance for EFTS Scanning Client software to include updates to software libraries and documentation.	1	\$ 608.98
Fingerprint Authentication Software Annual System Maintenance	3M Cogent	2011-COGFAS-WIN-SM	Software maintenance for Fingerprint Authentication software to include updates to software library and documentation.	1 to 99	\$ 48.24
Fingerprint Authentication Software Annual System Maintenance	3M Cogent	2011-COGFAS-WIN-SM-2	Software maintenance for Fingerprint Authentication software to include updates to software library and documentation.	100 to 499	\$ 41.13
Fingerprint Authentication Software Annual System Maintenance	3M Cogent	2011-COGFAS-WIN-SM-3	Software maintenance for Fingerprint Authentication software to include updates to software library and documentation.	500 to 1,500	\$ 34.01
Fingerprint Authentication Software Annual System Maintenance	3M Cogent	2011-COGFAS-WIN-SM-4	Software maintenance for Fingerprint Authentication software to include updates to software library and documentation.	Site	\$ 58,541.49
Fingerprint Extraction & QC Software Annual System Maintenance	3M Cogent	2011-COGFQC-WIN-SM	Software maintenance for Fingerprint Extraction & Quality Evaluation software to include updates to software library and documentation.	1 to 99	\$ 61.69

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Fingerprint Extraction & QC Software Annual System Maintenance	3M Cogent	2011-COGFQC-WIN-SM-2	Software maintenance for Fingerprint Extraction & Quality Evaluation software to include updates to software library and documentation.	100 to 499	\$ 52.20
Fingerprint Extraction & QC Software Annual System Maintenance	3M Cogent	2011-COGFQC-WIN-SM-3	Software maintenance for Fingerprint Extraction & Quality Evaluation software to include updates to software library and documentation.	500 to 1500	\$ 43.50
Fingerprint Extraction & QC Software Annual System Maintenance	3M Cogent	2011-COGFQC-WIN-SM-4	Software maintenance for Fingerprint Extraction & Quality Evaluation software to include updates to software library and documentation.	Site	\$ 74,585.44
WSQ Compression Software Annual System Maintenance	3M Cogent	2011-COGWSQ-WIN-SM	Software maintenance for WSQ compression software to include updates to software library and documentation.	1 to 99	\$ 11.86
WSQ Compression Software Annual System Maintenance	3M Cogent	2011-COGWSQ-WIN-SM-2	Software maintenance for WSQ compression software to include updates to software library and documentation.	100 to 499	\$ 10.28
WSQ Compression Software Annual System Maintenance	3M Cogent	2011-COGWSQ-WIN-SM-3	Software maintenance for WSQ compression software to include updates to software library and documentation.	500 to 1500	\$ 8.70
WSQ Compression Software Annual System Maintenance	3M Cogent	2011-COGWSQ-WIN-SM-4	Software maintenance for WSQ compression software to include updates to software library and documentation.	Site	\$ 14,387.03
Standalone Card Scan/Submission System Annual System Maintenance	3M Cogent	2011-COGENT-TSA-SM	Software Maintenance for Cogent Electronic Fingerprint Transmission Standard (EFTS) Scanning application supporting 14-block fingerprint image capture and photo image capture.	1	\$ 801.17
Livescan FP Capture Express SDK Annual Maintenance	3M Cogent	2011-SDK-L-S-C550-SM	Software maintenance for Livescan FP Capture Express SDK software to include updates to software libraries and documentation.	1	\$ 79.88
Senior Officer	3M Cogent	2011-COG-SR-OFCR	Senior Officer	Hr	\$223.17
Vice President	3M Cogent	2011-COG-VP	Vice President	Hr	\$188.80
Program Director	3M Cogent	2009-COG-PD	Program Director	Hr	\$147.91
Principal Program Manager	3M Cogent	2011-COG-PPM	Principal Program Manager	Hr	\$163.94
Managing Associate I	3M Cogent	2011-COG-MGR-ASSOC I	Managing Associate I	Hr	\$132.21
Managing Associate II	3M Cogent	2011-COG-MGR-ASSOC II	Managing Associate II	Hr	\$122.69
Senior Associate I	3M Cogent	2011-COG-SR-ASSOC I	Senior Associate I	Hr	\$95.19
Senior Associate II	3M Cogent	2011-COG-SR-ASSOC II	Senior Associate II	Hr	\$79.33
Associate I	3M Cogent	2011-COG-ASSOC I	Associate I	Hr	\$77.21
Associate II	3M Cogent	2011-COG-ASSOC II	Associate II	Hr	\$60.29
Program Manager	3M Cogent	2011-COG-PROG-MGR	Program Manager	Hr	\$141.73
Project Manager	3M Cogent	2011-COG-PROJ-MGR	Project Manager	Hr	\$87.26
Operations Manager	3M Cogent	201-COG-OPM	Operations Manager	Hr	\$107.67
Business Process Consultant	3M Cogent	2011-COG-BPC	Business Process Consultant	Hr	\$158.65
Principal Subject Matter Expert	3M Cogent	2011-COG-PSME	Principal Subject Matter Expert	Hr	\$148.08
Systems Architect	3M Cogent	2011-COG-SYS-ARCH	Systems Architect	Hr	\$190.38
Lead IT Analyst	3M Cogent	2011-COG-LD-ITANL	Lead IT Analyst	Hr	\$151.25
Senior IT Analyst	3M Cogent	2011-COG-SR-ITANL	Senior IT Analyst	Hr	\$113.28
Journeyman IT Analyst	3M Cogent	2011-COG-JM-ITANL	Journeyman IT Analyst	Hr	\$81.44
IT Products Analyst	3M Cogent	2009-COG-ITANL-PROD	IT Products Analyst	Hr	\$56.85
Associate IT Analyst	3M Cogent	2009-COG-ASSOC-ITANL	Associate IT Analyst	Hr	\$55.62
IT Hardware & Software Specialist	3M Cogent	2009-COG-HSW-SPEC	IT Hardware & Software Specialist	Hr	\$56.85
Senior Scientist/Engineer	3M Cogent	2011-COG-SR-SC-ENG	Senior Scientist/Engineer	Hr	\$111.06
Journeyman Scientist/Engineer	3M Cogent	2009-COG-JM-SC-ENG	Journeyman Scientist/Engineer	Hr	\$76.75
Associate Scientist/Engineer	3M Cogent	2009-COG-ASSOC-SC-ENG	Associate Scientist/Engineer	Hr	\$60.07
Software Systems Engineer	3M Cogent	2011-COG-SW-SYSENG	Software Systems Engineer	Hr	\$127.98
Principal Software Engineer	3M Cogent	2011-COG-SW-SPE	Principal Software Engineer	Hr	\$136.44
Senior Software Engineer	3M Cogent	2011-COG-SR-SW-ENG	Senior Software Engineer	Hr	\$96.36
Software Engineer	3M Cogent	2011-COG-SW-ENG	Software Engineer	Hr	\$68.01
Systems Engineer	3M Cogent	2011-COG-SYS-ENG	Systems Engineer	Hr	\$96.88
Data Security Administrator/Manager	3M Cogent	2011-COG-DS-ADMIN-MGR	Data Security Administrator/Manager	Hr	\$129.46
Data Security Analyst	3M Cogent	2009-COG-DS-ANAL	Data Security Analyst	Hr	\$171.70
Database Administrator	3M Cogent	2011-COG-DB-ADMIN	Database Administrator	Hr	\$131.15
Database Specialist	3M Cogent	2011-COG-DB-SPEC	Database Specialist	Hr	\$107.88
Database Analyst/Programmer	3M Cogent	2011-COG-DB-ANAL/PROG	Database Analyst/Programmer	Hr	\$97.31
Technical Writer	3M Cogent	2011-COG-TECHWTR	Technical Writer	Hr	\$49.71
Software Programmer	3M Cogent	2011-COG-SW-PROG	Software Programmer	Hr	\$90.64
Senior Quality Assurance Technician	3M Cogent	2011-COG-SR-QATECH	Senior Quality Assurance Technician	Hr	\$75.63
Information Services Consultant	3M Cogent	2009-COG-ISC	Information Services Consultant	Hr	\$180.42
Information Systems Training Specialist	3M Cogent	2011-COG-IST-SPEC	Information Systems Training Specialist	Hr	\$105.77
Quality Assurance Technician	3M Cogent	2011-COG-QATECH	Quality Assurance Technician	Hr	\$58.17
Senior Systems Technician	3M Cogent	2009-COG-SR-SYSTECH	Senior Systems Technician	Hr	\$63.89
Lead Technician	3M Cogent	2011-COG-LD-TECH	Lead Technician	Hr	\$95.19
Senior Technician	3M Cogent	2011-COG-SR-TECH	Senior Technician	Hr	\$72.45

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Journeyman Technician	3M Cogent	2011-COG-JM-TECH	Journeyman Technician	Hr	\$68.22
Associate Technician	3M Cogent	2009-COG-ASSOC-TECH	Associate Technician	Hr	\$56.76
Systems Technician	3M Cogent	2009-COG-SYSTTECH	Systems Technician	Hr	\$49.15
Help Desk Manager	3M Cogent	2011-COG-HD-MGR	Help Desk Manager	Hr	\$107.88
Senior Help Desk Coordinator	3M Cogent	2011-COG-SR-HDCOOR	Senior Help Desk Coordinator	Hr	\$74.04
Help Desk Coordinator	3M Cogent	2011-COG-HD-COOR	Help Desk Coordinator	Hr	\$41.78
Clerical	3M Cogent	2011-COG-CLERK	Clerical	Hr	\$37.44
Year 1 Maintenance for Web ID Client License with BlueCheck	3M Cogent	2010-MT-WBID-1-DBC	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	1-100	\$194.60
Year 1 Maintenance for Web ID Client License with BlueCheck	3M Cogent	2010-MT-WBID-1-DBC-2	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	100+	\$190.41
Year 2 Maintenance for Web ID Client License with BlueCheck	3M Cogent	2010-MT-WBID-2-DBC	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	1-100	\$204.34
Year 2 Maintenance for Web ID Client License with BlueCheck	3M Cogent	2010-MT-WBID-2-DBC-2	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	100+	\$199.92
Year 3 Maintenance for Web ID Client License with BlueCheck	3M Cogent	2010-MT-WBID-3-DBC	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	1-100	\$214.56
Year 3 Maintenance for Web ID Client License with BlueCheck	3M Cogent	2010-MT-WBID-3-DBC-2	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	100+	\$209.83
Year 1 Maintenance for Web ID Client License with FBI certified optical scanner	3M Cogent	2010-MT-WBID-1-D20	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	1-100	\$189.97
Year 1 Maintenance for Web ID Client License with FBI certified optical scanner	3M Cogent	2010-MT-WBID-1-D20-2	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	100+	\$174.57
Year 2 Maintenance for Web ID Client License with FBI certified optical scanner	3M Cogent	2010-MT-WBID-3-D20	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	1-100	\$199.47
Year 2 Maintenance for Web ID Client License with FBI certified optical scanner	3M Cogent	2010-MT-WBID-3-D20-2	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	100+	\$183.32
Year 3 Maintenance for Web ID Client License with FBI certified optical scanner	3M Cogent	2010-MT-WBID-3-D20	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	1-100	\$209.43
Year 3 Maintenance for Web ID Client License with FBI certified optical scanner	3M Cogent	2010-MT-WBID-3-D20-2	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WBID-0-DBC-1 or SW-WBID-0-DBC-2. Must be purchased when product is purchased.	100+	\$192.47
Cogent Web ID Server Application License	3M Cogent	2010-SW-WISR-0-D05	Cogent Web ID Server Application manages the incoming and out-going remote transactions between a set number of Web ID client workstations and the backend fingerprint identification systems. License unit cost for 1 to 50 remote clients.	Per Server	\$20,553.00
Cogent Web ID Server Application License	3M Cogent	2010-SW-WISR-0-D10	Cogent Web ID Server Application manages the incoming and out-going remote transactions between a set number of Web ID client workstations and the backend fingerprint identification systems. License unit cost for 51 to 100 remote clients.	Per Server	\$29,373.66
Cogent Web ID Server Application License	3M Cogent	2010-SW-WISR-0-D20	Cogent Web ID Server Application manages the incoming and out-going remote transactions between a set number of Web ID client workstations and the backend fingerprint identification systems. License unit cost for 101 to 200 remote clients.	Per Server	\$37,776.14
Cogent Tenprint Software Matcher add-on module	3M Cogent	2010-SW-AFTM-0-DAS	This is an add-on software matching module enable users to process additional or different segment of Tenprint records (Flat or Rolled). This add-on module can only be added to an existing Cogent Automated Biometric Identification System. The module is priced based on the required numbers of matches that this module needs to perform to meet the system throughput requirements. The unit cost is the unit cost for one match per second. Profession services to configure, install, test, deliver, train and server hardware are not included.	Per required matched per second	\$0.79
Year 1 Maintenance for Cogent Web ID Server Application License (supporting 1-50 clients)	3M Cogent	2010-MT-WISR-1-D05	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WISR-0-D05. Must be purchased when product is purchased.	Per Server	\$3,076.31

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Year 2 Maintenance for Cogent Web ID Server Application License (supporting 1-50 clients)	3M Cogent	2010-MT-WISR-2-D05	Extended warranty support services (available 8 hours/day, 5 days/week) for the second year after end of the initial warranty period for SW-WISR-0-D05. Must be purchased when product is purchased.	Per Server	\$3,230.25
Year 3 Maintenance for Cogent Web ID Server Application License (supporting 1-50 clients)	3M Cogent	2010-MT-WISR-3-D05	Extended warranty support services (available 8 hours/day, 5 days/week) for the third year after end of the initial warranty period for SW-WISR-0-D05. Must be purchased when product is purchased.	Per Server	\$6,105.10
Year 1 Maintenance for Cogent Web ID Server Application License (supporting 51 - 100 clients)	3M Cogent	2010-MT-WISR-1-D10	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WISR-0-D10. Must be purchased when product is purchased.	Per Server	\$4,306.92
Year 2 Maintenance for Cogent Web ID Server Application License (supporting 51 - 100 clients)	3M Cogent	2010-MT-WISR-2-D10	Extended warranty support services (available 8 hours/day, 5 days/week) for the second year after end of the initial warranty period for SW-WISR-0-D10. Must be purchased when product is purchased.	Per server	\$4,522.09
Year 3 Maintenance for Cogent Web ID Server Application License (supporting 51 - 100 clients)	3M Cogent	2010-MT-WISR-3-D10	Extended warranty support services (available 8 hours/day, 5 days/week) for the third year after end of the initial warranty period for SW-WISR-0-D10. Must be purchased when product is purchased.	Per server	\$4,748.17
Year 1 Maintenance for Cogent Web ID Server Application License (supporting 101 - 200 clients)	3M Cogent	2010-MT-WISR-1-D20	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-WISR-0-D20. Must be purchased when product is purchased.	Per server	\$5,537.53
Year 2 Maintenance for Cogent Web ID Server Application License (supporting 101 - 200 clients)	3M Cogent	2010-MT-WISR-2-D20	Extended warranty support services (available 8 hours/day, 5 days/week) for the second year after end of the initial warranty period for SW-WISR-0-D20. Must be purchased when product is purchased.	Per Server	\$5,814.36
Year 3 Maintenance for Cogent Web ID Server Application License (supporting 101 - 200 clients)	3M Cogent	2010-MT-WISR-3-D20	Extended warranty support services (available 8 hours/day, 5 days/week) for the third year after end of the initial warranty period for SW-WISR-0-D20. Must be purchased when product is purchased.	Per Server	\$6,105.10
Year 1 Maintenance for Cogent Tenprint Software Matcher add-on module	3M Cogent	2010-MT-AFTM-1-DAS	Extended warranty support services (available 8 hours/day, 5 days/week) for one year after end of the initial warranty period for SW-AFTM-0-DAS. Must be purchased when product is purchased.	Per required matched per second	\$0.12
Year 2 Maintenance for Cogent Tenprint Software Matcher add-on module	3M Cogent	2010-MT-AFTM-2-DAS	Extended warranty support services (available 8 hours/day, 5 days/week) for the second year after end of the initial warranty period for SW-AFTM-0-DAS. Must be purchased when product is purchased.	Per required matched per second	\$0.12
Year 3 Maintenance for Cogent Tenprint Software Matcher add-on module	3M Cogent	2010-MT-AFTM-3-DAS	Extended warranty support services (available 8 hours/day, 5 days/week) for the third year after end of the initial warranty period for SW-AFTM-0-DAS. Must be purchased when product is purchased.	Per required matched per second	\$0.13

Exhibit II

Master Software License Agreement

This Master Software License Agreement is entered into as of _____, 201__ (“**Effective Date**”) by and between 3M Cogent, Inc. (“**Cogent**”) and the customer identified below (“**Customer**”).

This Agreement consists of this signature page, the State Term Schedule, the Basic Terms and Conditions and the following Exhibits (“**Agreement**”) and are incorporated herein by reference:

Exhibit A: Initial Order Schedule

Exhibit B: Form of Order Schedule for Future Orders

Each party has read, understands and agrees to the terms and conditions of this Agreement.

Accepted and agreed by:

COGENT:

CUSTOMER:

3M Cogent, Inc.



Signature

Isam Saleh

Print Name

Vice President

Title

Address for Formal Notice:

3M Cogent, Inc.

639 Rosemead Boulevard

Pasadena, CA 91107

ATTN: Contract Administrator

Signature

Print Name

Title

Address for Formal Notice

ATTN: _____

**Basic Terms and Conditions
for Master Software License Agreement**

The terms and conditions of this Agreement will apply to all Systems and Services identified on one or more Order Schedules.

1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings ascribed to such terms set forth below:

- 1.1** “**Acceptance Date**” has the meaning set forth in Section 3.3.
- 1.2** “**Cooperation**” has the meaning set forth in Section 5.5(a).
- 1.3** “**Documentation**” means such manuals, documentation and other supporting materials relating to the Systems as are currently maintained by Cogent and provided to Customer hereunder.
- 1.4** “**Effective Date**” has the meaning set forth on the signature page hereto.
- 1.5** “**Equipment**” means the Cogent hardware provided to Customer hereunder as part of a System.
- 1.6** “**Installation Date**” means: (a) for a System that Cogent is responsible for installing pursuant to an Installation SOW, the business day that Cogent installs such System in accordance with the relevant Documentation; (b) for all other Systems, the date that Cogent ships such System to Customer.
- 1.7** “**Installation Services**” has the meaning set forth in Section 5.1.
- 1.8** “**Installation Site**” means the installation location for a System, as specified in the applicable Order Schedule.
- 1.9** “**Installation SOW**” means a statement of work attached to an Order Schedule specifying installation and customization services to be provided by Cogent, if any.
- 1.10** “**Intellectual Property Rights**” means on a world-wide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, (b) rights associated with trademarks, service marks, trade names and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) rights in domain names; (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and (g) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter existing, made or in force (including any rights in any of the foregoing).
- 1.11** “**Licensed Software**” means the Cogent software, in object code form only, provided to Customer hereunder as part of a System, and any Documentation and Updates for such software provided to Customer hereunder.
- 1.12** “**Order Schedule**” means a document that specifies the System and Services to be provided hereunder and that is executed by both parties and attached hereto as an exhibit. The initial Order Schedule that specifies the initial System and Services to be provided hereunder is attached as Exhibit A. Each subsequent Order Schedule shall be completed in the form attached as Exhibit B hereto.
- 1.13** “**Services**” means, collectively, Installation Services, Support, Training and other services provided to Customer hereunder.
- 1.14** “**Support**” has the meaning set forth in Section 5.3.
- 1.15** “**Support Services Term**” means the first year after the Acceptance Date with respect to the applicable Order Schedule, plus any respective renewal terms.
- 1.16** “**System**” means the Equipment and the Licensed Software designated in an Order Schedule for delivery to Customer.
- 1.17** “**Technical Contact**” has the meaning set forth in Section 5.5(b).
- 1.18** “**Training**” has the meaning set forth in Section 5.2.
- 1.19** “**Update**” means a subsequent release of or error corrections or bug fixes related to the Licensed Software that Cogent makes generally available to its licensees of the Licensed Software for no additional license fee. Updates do not include any release, option or future product that Cogent separately licenses.

2. ORDERS

2.1 Orders and Order Acceptance. During the term of this Agreement, Customer may request Systems and Services by signing and submitting to Cogent a proposed Order Schedule in the form attached hereto as Exhibit B. Such requests shall

be subject to System and Service availability – what does this mean?, Cogent’s fees in effect on the State Term Schedule, and acceptance by Cogent. The terms and conditions set forth in this Agreement and in any Order Schedule will control in the event that there are different or additional terms set forth in any other ordering document submitted by Customer or Cogent. Except as expressly provided in herein, the terms and conditions of the State Term Schedule will control over any other conflicting terms and conditions.

2.2 Order Changes. Unless otherwise specified in this Agreement or an Order Schedule, any changes to an Order Schedule must be mutually agreed upon by the parties in writing, and may require a change in fees (including changes to reflect the inclusion, deletion or substitution of Systems or Services).

3. DELIVERY

3.1 Delivery. Cogent will make commercially reasonable efforts to meet any delivery date specified in the relevant Order Schedule. All Systems provided hereunder will be shipped to the Customer address designated in the relevant Order Schedule. In the absence of specific routing instructions, Cogent reserves the right to select the common carrier and method of shipment for the Systems.

3.2 Acceptance. Acceptance of the System will occur upon the date (the “**Acceptance Date**”) which is the earlier of (a) Customer’s execution of a written certificate of acceptance, (b) 10 days after receipt of the System unless Customer provides Cogent with a written statement of rejection, (c) the date that Cogent demonstrates to Customer, by the successful completion of acceptance testing or otherwise, that the System substantially conforms to the specifications set forth in the applicable Order Schedule, and (d) the date Customer uses any part of the System for any purpose other than performing acceptance tests. In the event that the System fails to conform substantially to the acceptance criteria set forth in the applicable specifications, Cogent will have a reasonable time to remedy such non-conformance following Cogent’s receipt of written notice from Customer specifying in reasonable detail the nature of such non-conformance. In the event that Cogent is unable to remedy such non-conformance, (i) Customer may accept the System on an “AS IS” basis, subject to a reasonable price adjustment, or (ii) Customer may return the System to Cogent and receive a refund of amounts paid to Cogent for the System. Acceptance will not be delayed for any minor non-conformance with the specification. Following acceptance, Cogent will use reasonable efforts to correct any minor non-conformance that appeared during acceptance testing.

4. CHARGES AND PAYMENTS

4.1 Fees and Charges. Customer agrees to pay the fees and charges for Systems and Services specified on the Order Schedules. Cogent reserves the right to submit modified prices at any time during the term of this Agreement subject to State approval. Fees may include one-time or installment payments (for example, for Equipment, Installation Services and Licensed Software licenses) and recurring fees (for example, periodic charges for Support). Customer will additionally pay any additional charges outlined in an Order Schedule in accordance with the STS price list.

4.2 Invoicing and Payment See Section ___ of the State Term Schedule. Restrictive endorsements or other statements on checks accepted by Cogent will not apply. If any invoice remains unpaid for a period of ninety (90) days after the due date, Cogent may, without incurring liability of any sort and without limitation of any other available remedies, suspend performance hereunder. If any invoice remains unpaid for a period of one hundred and eighty (180) days or more after the due date, Cogent may, without incurring liability of any sort and without limitation of any other available remedies, terminate this Order Schedule. Customer agrees to reimburse Cogent for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments.

5. SERVICES AND CUSTOMER COOPERATION

5.1 Installation. Cogent will provide System installation and customization services at the Installation Site to the extent specified in an Installation SOW (the “**Installation Services**”). Installation Services will be provided under Cogent’s standard installation and customization procedures for Systems in effect on the date of the applicable Order Schedule. Any installation or customization services requested by Customer beyond those specified in an Installation SOW shall be subject to the negotiation and execution of a separate Order Schedule and Cogent’s then-current policies and pricing.

5.2 Training. Any training services specified in an Order Schedule (“**Training**”) will be provided under and subject to Cogent’s training offerings as of the date of such Order Schedule.

5.3 Support. Subject to the payment of applicable Support fees, Cogent shall provide the support services specified in this Section 5.3 for the Licensed Software during the Support Services Term (“**Support**”). At the expiration of the initial Support Services Term, the Support Services Term may be renewed for a successive one (1) year periods through the end of the term stated in the State Term Schedule unless Customer notifies Cogent in writing of its intent not to renew at least sixty (60) days prior to the end of the then-current Support Services Term. In the event that Customer elects not to renew Support, reinstatement fees may apply if Support is reinstated hereunder, which reinstatement shall be at Cogent’s then-current state term schedule rates.

(a) **Updates.** During the Support Services Term, Cogent will provide Customer with Updates if, as, and when Cogent makes any such Updates generally available to its end user customers receiving support services from Cogent; provided that Cogent shall not be required to provide any Update that is not compatible with the System delivered to Customer

hereunder. Any customization and installation services required to implement an Update shall be subject to Cogent's then current state term schedule per man-hour rates.

(b) **Telephone Support.** Cogent will provide general telephone support to the Technical Contact during Cogent's regular business hours, Monday through Friday, 8:00 – 5:00 EST excluding nationally recognized holidays which will consist of answering questions regarding the proper operation of the System and rendering general information, advice, and instructions in connection with the use of the System.

(c) **Exclusions from Support.** Cogent is not obligated to provide Support in the following situations:

- (i) the Licensed Software has been changed, modified or damaged (excluding modifications made under the direct supervision of Cogent);
- (ii) the issues resulting from or relating to: (a) computer hardware, equipment, or software not supplied by Cogent; (b) the negligence of Customer or any third party; (c) a cause or causes beyond the reasonable control of Cogent; or (d) attempted maintenance by unauthorized persons;
- (iii) Customer has not installed and implemented all Update(s); or
- (iv) Customer has not paid the applicable Support fees when due.

(d) **Termination of Support.** Cogent reserves the right to discontinue the provision of the Support should Cogent, in its sole discretion, determine that continued Support for any Licensed Software is no longer economically feasible, considering such factors as possible obsolescence and other factors it deems relevant. Cogent shall provide Customer at least ninety (90) 30) days prior written notice of any such discontinuance of Support and shall refund any unaccrued Support fees Customer may have prepaid with respect to the affected Licensed Software.

5.4 Additional Services, Contractors. Any additional or supplemental services requested by Customer beyond those specified in an Order Schedule shall be subject to the negotiation and execution of a separate Order Schedule and Cogent's STS policies and pricing. Cogent may use consultants or other contractors in connection with the performance of its obligations under this Agreement.

5.5 Customer Cooperation.

(a) Customer acknowledges that Customer's timely provision of (and Cogent's access to) Customer facilities, equipment, assistance, cooperation, and complete and accurate information and data from Customer's officers, agents and employees ("**Cooperation**") is essential to Cogent's performance under this Agreement, and that Cogent shall not be liable for any deficiency in performing hereunder if such deficiency results any delay or failure in Customer's provision of Cooperation or Customer's failure to perform an obligation hereunder.

(b) Customer shall designate one of its technical employees to coordinate all activities with Cogent under this Agreement (the "**Technical Contact**"). The Technical Contact shall be available at all reasonable times to provided and coordinate the provision of Cooperation and to make decisions on behalf of Customer.

(c) Without limitation of the foregoing, Customer shall provide Cogent and its suppliers and contractors with free and safe access to the Installation Site and the Systems as reasonably necessary for Cogent to perform its obligations under this Agreement. If Customer is aware of, or becomes aware of, the existence of any unsafe condition or hazardous material at the Installation Site, Customer shall promptly notify Cogent of such condition in writing. The Installation Site shall be located in a secure area of Customer's facilities and, except as expressly provided in an Installation SOW, Customer shall be responsible for all site improvements, equipment, and services necessary to operate the Systems at the Installation Site (including, without limitation, air conditioning, electrical equipment/service and communication services (phone and network)). Cogent's employees and contractors shall not be required to sign any waivers, releases or other documents to gain access to Customer's premises in connection with the performance under this Agreement and any such waivers, releases or other documents shall be invalid and shall have no effect.

6. LICENSED SOFTWARE

6.1 Limited License. Subject to Customer's compliance with the terms and conditions of this Agreement, Cogent hereby grants and agrees to grant to Customer a non-exclusive, non-transferable license (without the right to sublicense):

(a) to use the Licensed Software solely for Customer's own business operations, solely at the Installation Site and on the Equipment on which the Licensed Software is first installed (or, on a temporary basis, on a backup system at the Installation Location if such equipment is inoperative), consistent with the limitations specified or referenced in this Agreement, an Order Schedule and the Documentation;

(b) to use the Documentation provided with the Licensed Software in support of Customer's authorized use of the Licensed Software; and

(c) to make one copy of the Licensed Software solely for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.

NOTWITHSTANDING THE ABOVE, CONTRACTOR AGREES THAT IT WILL PERMIT THE TRANSFER OF FULLY PAID LICENSES IN THE EVENT THE STATE MERGES OR CONSOLIDATES GOVERNMENT ENTITIES.

6.2 Restrictions. Customer will not copy or use the Licensed Software (including the Documentation) except as expressly permitted by this Agreement. Customer will not modify the Licensed Software, except to the extent expressly approved in advance by Cogent in writing. Customer may not relicense, sublicense, sell, lend, give, transfer, assign, rent or lease the Licensed Software or use the Licensed Software for third-party training, commercial time-sharing or service bureau use. Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Licensed Software, except to the extent expressly permitted by applicable law, and then only after (i) Customer has notified Cogent in writing of its intended activities and the information sought and (ii) Cogent fails to provide Customer with such information within a reasonable period of time following such notice. Customer will not remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary right related to the Licensed Software. Customer hereby acknowledges and agrees that all Licensed Software is licensed and not sold to Customer. Notwithstanding the above, Contractor agrees that it will permit the transfer of fully paid licenses in the event the State merges or consolidates state entities. In addition, notwithstanding anything to the contrary in this Section, the State may use the Software to process data on behalf of other Ohio State agencies (the "Agencies") for such Agency's own internal business purpose. The State may allow its third party contractors to use the Software solely in accordance with the terms and conditions of this Agreement to provide services for the State's internal business purpose.

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

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

7. OWNERSHIP

Cogent will retain all rights, title and interest in and to the Intellectual Property Rights in the Systems and any derivative works thereof, subject only to the limited license set forth herein. Customer does not acquire any other rights, express or implied, in the Systems.

8. WARRANTIES AND REMEDIES

8.1 Warranties. Cogent hereby represents and warrants to Customer that the Licensed Software will substantially operate in accordance with the specifications and documentation set forth in the applicable Order Schedule for a period of thirty (30) days from the Acceptance Date.

8.2 Disclaimer. THE WARRANTIES IN THIS SECTION 8 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND COGENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Cogent does not warrant that the Systems will operate in combination with hardware, software, systems or data not provided by Cogent or that the operation of the Systems will be uninterrupted or error-free. ALL EVALUATION, "BETA," AND PRE-PRODUCTION RELEASES OF SOFTWARE PROVIDED BY COGENT TO CUSTOMER WILL BE PROVIDED UNDER THE TERMS OF A SEPARATE BETA AGREEMENT, BUT IN ANY CASE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND USE OF ANY SUCH RELEASE IN A PRODUCTION ENVIRONMENT IS AT CUSTOMER'S SOLE RISK.

(a) **Exclusive Remedies.** Customer must report to Cogent, pursuant to the notice provision of this Agreement, any breach of the warranties contained in Section 8.1 during the relevant warranty period. Customer's sole and exclusive remedies, and Cogent's entire liability, will be to correct or provide a reasonable workaround for Licensed Software errors that caused the breach of warranty or, if Cogent is unable to make the Licensed Software operate as warranted, Customer will be entitled to terminate the license of the Licensed Software and recover the fees paid to Cogent for such license.

8.3 Warranty Claim Process. All requests for warranty services hereunder must be submitted by Customer's Technical Contact. Before requesting warranty services hereunder, Customer shall exercise commercially reasonable efforts to determine the cause of the problem using Documentation, problem analysis procedures, and service request procedures provided by Cogent. If Customer requests warranty services hereunder and Cogent reasonably determines that there is no failure or that the services are outside the scope of the warranty, and labor for such services at Cogent's applicable per call and per man-hour rates identified in the State Term Schedule. Customer shall maintain one or more detailed logs of all System failures, malfunctions, defects and other problems. Upon the completion of any warranty service hereunder, Customer shall update the logs to describe and reflect the warranty service performed. Customer shall allow Cogent to inspect such logs at any time during normal business hours.

8.4 Limitations. Cogent will have no liability or obligations under this Section 8 if (a) a breach of warranty is attributable in whole or in part to (i) abuse, misuse (including use of a System for purposes other than that for which it was not designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of a System, (ii) Customer's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), or (iii) the use or attempted use of software, hardware, supplies or services other than that supplied and supported by Cogent or (b) Customer fails to comply with Section 8.4. Replacement or repair of a System does not extend its warranty period beyond the original warranty expiration date.

9. INFRINGEMENT INDEMNITY AND REMEDIES

9.1 Infringement Indemnity. See Section 7.4 of the State Term Schedule

9.2 Exclusions. Cogent will have no obligations under Section 9.1 if (a) the infringement is caused by the use of any non-Cogent product, information, design, specification, instruction, software, data or material in combination with the System where such infringement would not have arisen but for such combination; (b) the infringement is caused by the modification of the System by a party other than Cogent where such infringement would not have arisen but for such modification; or (c) the infringement is caused by the use of other than the current version of a Licensed Software, if the current version would be non-infringing and had been offered by Cogent to Customer.

10. TERM AND TERMINATION

10.1 Term. See Section 1.1 of the State Term Schedule **Termination of Agreement.** Either party may terminate this Agreement, any Order Schedule (or portion thereof) or any Licensed Software license upon written notice if:

(a) the other party materially breaches any material term or condition of this Agreement or the relevant Order Schedule and (i) fails to correct the breach within sixty (60) days following written notice specifying the breach or (ii) if such breach cannot reasonably be cured with such sixty (60) day period, has not commenced efforts to cure such breach within such sixty (60) day period;

(b) the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such a receiver, trustee or liquidator is appointed; or the other party has filed against it an involuntary petition for bankruptcy that has not been dismissed within thirty (30) days thereof, or files a voluntary petition for bankruptcy, or a petition or answer seeking reorganization, becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or seeks to take advantage of any law relating to relief of debtors; or

(c) Customer materially breaches its obligations under Section 6 or 11.

10.2 Effect of Termination. Termination of this Agreement, any Order Schedule (or portion thereof) or any Licensed Software license will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order Schedule. The parties' rights and obligations under Sections 4 ("Charges and Payments"), 5.5(d) ("Customer Cooperation" indemnity), 6.2 ("Restrictions"), 6.3 ("Transfer"), 6.4 ("Verification"), 7 ("Ownership"), 8.2 ("Disclaimer"), 8.3 ("Exclusive Remedies"), 8.4 ("Warranty Claim Process"), 8.5 ("Limitations"), 9 ("Infringement Indemnity and Remedies"), 10 ("Term and Termination"), 11 ("Confidentiality"), 12 ("Limitation of Liability") and 13 ("General") will survive termination or expiration of this Agreement or any Order Schedule.

10.3 Perpetual License. Notwithstanding Section 10.3, each license of Licensed Software granted pursuant to Section 6.1 will survive expiration of this Agreement subject to Customer's continued compliance with the restrictions and conditions contained herein and Cogent's rights of termination under Sections 4.2, 8.3(b), 9.3, 10.2(a) and 10.2(c). Upon any termination of any license of Licensed Software, Customer will cease using, and will return to Cogent or destroy, all copies of such Licensed Software.

11. CONFIDENTIALITY.

Customer shall treat and hold the Licensed Software, Documentation, the terms and pricing of this Agreement, and any other information, data or documents of a confidential nature relating to the Systems or business of Cogent (the “**Confidential Information**”) in strict confidence and shall not make the Confidential Information available in any form to any third party for any purpose except to the extent necessary to perform an obligation hereunder. Customer shall treat and protect the Confidential Information with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Customer shall not use the Confidential Information for any purpose other than as expressly authorized under this Agreement and shall limit the disclosure of Confidential Information to those of its employees who have a need to know such Confidential Information and shall take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees in violation of the terms of this Agreement. It will not be a breach of this section if the Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided that Customer promptly notifies the Cogent and provides reasonable assistance to Cogent so that Cogent may seek a protective order against disclosure.

12. LIMITATION OF LIABILITY SEE SECTION 7.5 OF THE STATE TERM SCHEDULE

13. GENERAL

13.1 Relationship Between the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

13.2 Governing Law. See Section 11.5 of the State Term Schedule. **Force Majeure.** See Section 3.8 of the State Term Schedule. **Notice.** Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be deemed to be properly given upon the earlier of (a) actual receipt by the addressee, (b) five (5) business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested, or (c) two (2) business days after being sent via private industry courier to the respective parties at the addresses first set forth on the signature page above or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section.

Severability and Waiver. See Section 10.5 of the State Term Schedule **13.3 No Assignment.** Customer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Cogent. Notwithstanding the above, Contractor agrees that it will permit the transfer of fully paid licenses in the event the State merges or consolidates state entities.

13.3 Cogent shall be entitled to assign, transfer, delegate or otherwise dispose of its rights or obligations under this Agreement. Any purported assignment, transfer, delegation or other disposition by Customer will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

13.4 Injunctive Relief. Customer acknowledges that the breach of any provision of Sections 6 (“Licensed Software”), 7 (“Ownership”) or 11 (“Confidentiality”) shall cause irreparable injury to Cogent, and agrees that Cogent shall have the right to seek temporary, preliminary and permanent injunctive relief.

13.5 Entire Agreement. This Agreement and the Exhibits hereto constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement.

INITIAL ORDER SCHEDULE

CUSTOMER INFORMATION

Customer Name: _____

Installation Site/Shipping Address: _____

SYSTEMS

System	Software License Fee	Number of Licensed Users, Workstations and/or Server CPUs	Annual Support Fee
	TOTAL:		TOTAL:

DELIVERY DATE

INSTALLATION AND CUSTOMIZATION SERVICES

- Description: See Installation SOW attached hereto as Attachment 1.
- Fees: _____

SPECIFICATIONS See Specifications attached hereto as Attachment 2

Exhibit A – Attachment A.1
INSTALLATION STATEMENT OF WORK (SOW)

Exhibit A – Attachment A.2
SPECIFICATIONS

Exhibit B

FORM OF ORDER SCHEDULE FOR FUTURE ORDERS

This Order Schedule, entered into and effective as of _____, 201__, is governed by the Master Software License Agreement between Cogent and Customer dated _____.

CUSTOMER INFORMATION

Customer Name: _____

Installation Site/Shipping Address: _____

SYSTEMS

System	Software License Fee	Number of Licensed Users, Workstations and/or Server CPUs	Annual Support Fee
	TOTAL:		TOTAL:

DELIVERY DATE

INSTALLATION AND CUSTOMIZATION SERVICES

- Description: See Installation SOW attached hereto as Attachment 1.
- Fees: _____

SPECIFICATIONS See Specifications attached hereto as Attachment 2

CUSTOMER

By: _____

Name: _____

Title: _____

COGENT

By: Isam Saleh

Name: Isam Saleh

Title: Vice President

Exhibit B – Attachment B.1
INSTALLATION STATEMENT OF WORK (SOW)

Exhibit B – Attachment B.2
SPECIFICATIONS

Exhibit III

Exhibit III

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

5025 Bradenton Ave., Ste A
(Address)

Dublin, OH 43017
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

5025 Bradenton Ave., Ste A
(Address)

Dublin, OH 43017
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

5025 Bradenton Ave., Ste A
(Address)

Dublin, OH 43017
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By 
Contractor

Print Name Isam Saleh

Title Vice President

Date 11/13/2013