

Project Number(s)

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	0287	INTF00X02016J0090042

681

11/9/2016

**Funding Source**

Capital       Tolls Capital       Tolls General       Federal Grant   
 Operating       Tolls Operating       Expendable Trust

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
60440001	J33	R110					(\$50,000.00)
60440001	U10	IR03					\$50,000.00
							<b>\$0.00</b>

**Obligation by Fiscal Year for Multi-Year Contracts**

	60440001	Total
2017	\$0.00	\$0.00
<b>MMARS Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

Reason for Request: **NZT to Atlas for FileNet Support**

Contract #: 90042

Cost Reduction %:

Vendor ID & Adress Code: VC6000183131 AD001

Current Year Savings:

Vendor Name: MORPHOTRUST USA, LLC

Contract Location:

Contract Description: Morpho Trust Drivers License Production

Report Notes:

Recommended by:

 11/9/2016  
(Signature / Date)

Approved by:

 11.18.16  
(Signature / Date)

**Completed by the Budget Office:**

Expense Budget Entered By:

\_\_\_\_\_  
(Signature / Date)

Approved by:

\_\_\_\_\_  
(Signature / Date)



117154771

Document Name: MORPHO TRUST DRIVERS LICENSE PRODUCTION  
Document Description: NZT to Atlas for FileNet Support

Code		Dept	Unit	Document Identifier	Action	Code	Department	Identification Number	Vendor Line
CT	DOT	0287		INTF00X02016J0090042	Mod	MA			

**Header / Vendor Information**

Budget FY:	2017	Document Total:	
Fiscal Year:	2017	Vendor Name:	MORPHOTRUST USA, LLC
Period:	5	Vendor Address:	6840 CAROTHERS PKWY STE 650
Board Award:	0090042	Vendor/Customer No.:	VC6000183131
Requester ID:	dola8z	Address Code:	AD001
Report Note:		City:	FRANKLIN
		State:	TN

**Line #1 - Commodity Information**

Commodity Code	821300000000	List Price		Description	Contract Amount	Commodity Ref. Line
Line Type	Service	Unit Price				
Quantity		Service From	08/20/2015	Action (Incr/Dec)		
Unit of Measure		Service To	10/23/2021	Incr/Dec Amount		

**Line #2 - Accounting Information**

Event Type	PR05	Budget FY	2017	Unit	Q110	Major Program	Location
Line Amount	D \$50,000.00	Fiscal Year	2017	Object	J33	Program	Phase
Dept	DOT	Period	5	Appropriation	60440001	Program Period	Activity
Line Description	NZT to Atlas for FileNet Support						
				Dept Object		Function	

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS  
I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed

**FOR FISCAL USE ONLY**

Entered By:	Date:	Verified By:	Date:
(Initial)		(Initial)	

Print Name: JL Calista Signed: [Signature] Title: MA  
 Prepared by: [Signature]  
 Print Name: William Yee Signed: [Signature] Title: IT Finance Manager  
 Authorized Signatory

Phone Ext.: 9960 Date: 11/9/2016  
 Phone Ext.: 9878 Date: 11/18/16



Document Name	MORPHO TRUST DRIVERS LICENSE PRODUCTION	[1715477]
Document Description	NZT to Atlas for FileNet Support	

Document I.D.		
Code	Dept	Unit
CT	DOT	0287
Document Identifier		Action
INTF00X02016J0090042		Mod

**Line #9- Accounting Information**

Event Type	Budget FY	2017	Unit	IR03	Major Program	Location
Line Amount	I \$50,000.00	2017	Object	U10	Program	Phase
Dept	DOT	5	Appropriation	60440001	Program Period	Activity
Line Description	NZT to Atlas for FileNet Support		Dept Object		Function	

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS  
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FOR FISCAL USE ONLY			
Entered By:	Date:	Verified By:	Date:
(Initial)		(Initial)	

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Ext.: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by \_\_\_\_\_

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Ext.: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signatory \_\_\_\_\_



# IT PURCHASE REQUEST FORM

FOR OFFICE USE ONLY  
 File# 11573  
 Initials / Date. J 11/9/2016  
 Contract # 92042

Requestor: David Hunter

Phone/Location: 617-719-9120/Boston

John Malster  
 (List any other person(s) to inform status of request via email)

Category (from drop down list)	Description of Spend	Make / Model	Quantity	Unit Cost (in dollars)	Total Cost (in dollars)	In Forecast	Innotas Project/ Number	Project Name	Funding Source/Unit
Prof Svcs	enChoice to provide legacy FileNet Support for remainder of fiscal 2017.	IBM/FileNet PB	200 hrs.	\$250.00	\$50,000	No	50		6044-0001
					\$0				
					\$0				
					\$0				
					\$0				
					\$0				
					\$0				
					\$0				
					\$0				
					\$0				

- Complete any fields highlighted in Red
- Request is not processed if missing information and without proper authorization below

Hardware	\$0	U07 Equipment
Software	\$0	U03 Software licenses, support
Prof Svcs	\$50,000	U05 Staff augmentation, Consultants
Equip Maint	\$0	U10 Equipment maintenance, support, agreements
Other	\$0	Please explain "Other" below in justification
<b>Total IT Request</b>	<b>\$50,000</b>	

**Business Justification**  
 (If applicable; attach document, note ship to address, explain if not in current forecast)

**Description** This is a fiscal year 2017 support agreement for FileNet Document Management software as the current agreement hours have been expended.

**Reason** Necessary to support FileNet document scanning issues and to complete coding changes to Title Scanning code. This agreement will provide support until the FileNet legacy system is migrated to the cloud.

**Benefit** In the case of an issue/outage with FileNet we will be able to have enChoice provide the necessary support to resolve the issue.

**AUTHORIZED APPROVERS**

Requestor David Hunter Date 10/24/2016  
 Signature

Division/District/Administrator/Supervisor John Malster Date 11/2/2016  
 Print Name and Signature

IT Unit Head/Director \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name and Signature

Deputy CIO/ Deputy CTO John Malster Date 11.7.16  
 (Required for any requests greater than \$10K) Signature

IT Budget Office John Malster Date 11.7.16  
 Signature

Chief Information Officer \* John Malster Date 11.7.16  
 Signature

\* Required for all requests greater than \$50K. All authorizations including IT Budget must be obtained before submitting to CIO for review.

## Malster, John (DOT)

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**From:** Hunter, David (DOT)  
**Sent:** Tuesday, November 1, 2016 9:40 AM  
**To:** Malster, John (DOT); Chanthaboun, Sye (DOT)  
**Subject:** RE: enChoice

See below:

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**From:** Malster, John (DOT)  
**Sent:** Tuesday, November 01, 2016 9:14 AM  
**To:** Hunter, David (DOT); Chanthaboun, Sye (DOT)  
**Subject:** enChoice

Dave/Sye,

Spoke to Gary on enChoice – here's what came out of the conversation:

- Clarity on what enChoice's role is now that we've agreed to move to the FileNet tools. They still have to support the legacy environment until the migration to the cloud is completed and to finish the work on Reg/Title code changes. Also, even though there is an initiative to use FileNet tools going forward, there appears to be discussions ongoing regarding the Deconstructor and what to do with it going forward. However, Theo stated that he does not need enChoice going forward therefore I did not account for any needed hours by the Migration in the 200 hours requested.
- If we are in arrears in paying them for work delivered, what was the deliverable and what's the dollar amount we owe? In arrears by 50 hours, as of 10/21, equals \$12,500. There were multiple deliverables that were charged to the existing support hours contract including 1-Production Support, 2-Morpho Trust DL/ID, 3-Reg/Title Scanning project and 4-AD Migration.
- If we do need to pay the \$\$, need to have the business sign the attached. We have no choice but to pay them for what we owe them and to contract for additional hours (estimated 40 hrs.) to complete code changes for Registration/Title scanning project and for providing legacy production support until FileNet is fully migrated to the cloud. Who in the Business should be asked to sign the attached?

Thanks.

John Malster  
Deputy Chief Technology Officer  
Massachusetts Department of Transportation | 10 Park Plaza Suite 8110, Boston, MA 02116  
Email: [john.malster@state.ma.us](mailto:john.malster@state.ma.us)  
Phone: (857) 368-9940 | Mobile: (617) 549-8606



COMMONWEALTH OF MASSACHUSETTS  
PURCHASE ORDER  
FOR COMMODITIES AND/OR SERVICES

*Amendment  
Extend + Increase*

\*  COMMODITY/EQUIPMENT  SERVICE

THIS PURCHASE ORDER CONFIRMS AN ORDER THAT WAS PREVIOUSLY PLACED. PLEASE DO NOT DUPLICATE.

*Purchase Order Issue Date:		*Purchase Order Number: <b>CTDOT028717090042</b>	
Contract Start Date: 8/20/2015		Statewide Contract Number:	
Contract End Date: 10/23/2021		Reference MA or Contract:	

**Vendor Information**

*Name: MorphoTrust USA LLC	Contact Person: John Corson
*Address: 6840 Carothers Pkwy, Ste 650	Telephone: 678-575-1586
*City, State, Zip Code: Franklin, TN 37067	Fax:
	Email: jcorson@morphotrust.com
	Quote Number (if applicable): FQ20161024MA15 ✓

**Department Information**

*Bill to Department Name: MassDOT - IT
*Contact Person: Antonia Pires
*Address: 10 Park Plaza, Room 5231
*City, State, Zip Code: Boston, MA 02116
Telephone: 857-368-9897
Email: antonia.pires@state.ma.us
Prompt Payment Discount (Terms & %):

**Instructions to the Vendor:**

- The vendor's invoice must include the following minimum information: Purchase order number, quantity and description of item(s) shipped, unit of measure, unit price, total dollar amount of any discount, total price and the vendor's invoice number.
- The purchase order number must appear on the vendor's packing list.
- See attached specifications, if any, related to this purchase order. If this purchase order is for services, please see the section entitled Engagement of Services below. Additional specifications are not necessary if the details of the performance are covered in the contract.
- Vendor assumes risk of loss for commodities in transit. All commodities are subject to inspection upon delivery. Commodities delivered after the Requested Delivery Date above may be rejected. Rejected commodities will be returned at the vendor's expense.

\* Engagement of Services (may be required for services): If this Purchase Order is for the provision of services which have been negotiated with the vendor, provide a brief description here of those services (attach detailed specifications, if appropriate). Also, include the dates of service, the number of hours and the hourly rates associated with this engagement. The vendor must sign this form for the engagement of services. Note: This form or additional specifications are not required if the RFR and contract contain all of the required Purchase Order information.

Line #	Vendor Item Number	Item Description	Unit of Measure	Quantity	Unit Price	Subtotal (Quantity x Unit Price)	** Discount	Total Price (Subtotal minus Discount)
1	SEE ATTACHED							
2								
3								

<p><b>Department Approval</b></p> <p>Signature: <u>X John C. Primerano</u></p> <p>*Printed Name: John Primerano, Deputy CIO</p> <p>*Date: <u>11/21/2016</u></p> <hr/> <p>* Vendor Approval (only required for the Engagement of Services)</p> <p>Signature: <u>[Signature]</u></p> <p>*Printed Name: Robert Eckel</p> <p>*Date: <u>11/17/16</u></p>	<p>Subtotal:</p> <p>Shipping and Handling: 0.00</p> <p>Total Order Amount: <b>\$50,000.00</b></p> <p style="text-align: right;"><i>Increase</i></p>
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\* Indicates required field. \*\* Discount includes any Prompt Payment Discounts.



October 24, 2016

Mr. David Hunter  
Massachusetts Department of Transportation, Information Technology  
10 Park Plaza  
Boston, MA 02116

**Quotation Reference Number:**

**FQ20161024MA15**

Dear Mr. Hunter,

MorphoTrust USA, Inc. ("MorphoTrust") is pleased to provide the Massachusetts Department of Transportation, Information Technology Division (MassDOT IT) with this quotation in response to your request. A description of the goods and/or services you have requested, plus certain terms and conditions of this quotation, are provided below.

**DESCRIPTION OF GOODS AND SERVICES:**

In January 2016, MorphoTrust provided Support and Maintenance from enChoice for the FileNet solution under Quotation Reference Number FQ201501207MA11. The original arrangement was from January 1, 2016 to December 31, 2016. This proposal will extend that agreement through December 31, 2017 with the addition of 200 hours for the following support efforts.

- Increase allocated hours for Consulting Support Services, and extend project closure date to December 31, 2017.
- Increases budget to complete Reg & Title Scanning work, and provide some general support hours for the remainder of 2016 and 2017.

**ASSUMPTIONS:**

- This quote is dependent on agreement of final specifications with the MASSDOT and a subcontract agreement in place between MorphoTrust USA and enChoice.

- Support will be provided remotely. Any expenses resulting from on-site assistance will be billed based on actual costs. Travel and living expenses for EnChoice resources traveling associated with this project will be the responsibility of MassDOT IT. All EnChoice travel will be pre-approved by MassDOT IT, with documented approval provided to MorphoTrust. Travel and living expense will be invoiced on a monthly basis.
- All outstanding Travel and Living Expenses for EnChoice resources, billed or unbilled, and incurred on behalf of MassDOT IT up to the date of termination, will be paid in full.
- All project documentation will be in EnChoice standard format.
- EnChoice and MassDOT IT shall determine a schedule for work to be performed once execution of this SOW occurs.
- This proposal is for EnChoice implementation and consulting services only. Any required or requested licenses, formalized or classroom training, ongoing maintenance or support of the Solution is not included in the scope of services for this Statement of Work.
- MassDOT IT will ensure appropriate licenses for all third-party software and/or hardware to be used by EnChoice resources while using MassDOT IT-supplied software or hardware are obtained and of sufficient duration to fulfill project requirements before such devices are required in the project plan.
- MassDOT IT will ensure all appropriate software/hardware configurations, MassDOT IT data, and other ancillary data is properly backed up on a regular basis such that it can be restored to a functionally complete, known, designated state suitable for production in MassDOT IT enterprise environment. Recovery/restoration of backups, when necessary, will be managed and performed by MassDOT IT.
- When required by MassDOT IT, security clearances, background checks, and other forms of personnel vetting will be the sole responsibility of MassDOT IT, including any associated costs.
- The EnChoice will provide resources as requested by MASSDOT IT and agreed to by EnChoice Project Manager, based on resource availability.
- When working on a MASSDOT IT system remotely, EnChoice resources will follow MASSDOT IT rules and regulations regarding remote system access.



- All outstanding invoices and pending unbilled invoices for work completed up to the date of termination will be accepted and paid in full according to the terms set forth in this document.
- All outstanding hours expended will be invoiced. The resulting invoices will be paid in full according to the terms set forth in this document.

MorphoTrust is pleased to provide you with this **quotation**. Prices specified in this quotation shall remain fixed for a period of 60 days from the date of this quotation. Prices quoted herein are based upon the information that has been provided to MorphoTrust by MA MASSDOT. If any of this information changes or is incorrect, MorphoTrust reserves the right to make such adjustments to the prices in this quotation as MorphoTrust deems appropriate in its sole discretion.

MorphoTrust standard terms and conditions which govern all purchases made pursuant to this quotation are listed below. To the extent such terms directly conflict with those set forth in this quotation, the terms in this quotation shall govern.

Please feel free to contact me with any questions you may have.

Sincerely,



John Corson  
Director - Client Executive  
MorphoTrust USA  
296 Concord Road  
3<sup>rd</sup> Flr. Ste 300  
Billerica, MA 01821  
518 956-0347  
[jcorson@morphotrust.com](mailto:jcorson@morphotrust.com)

**QUOTATION**

Date: October 24, 2016  
 Quote No: FQ20161024MA15  
 Valid Through: 30 days from date above  
 Payment Terms: Payable within 30 days of Invoice by MASSDOT  
 Delivery: Delivery of goods and services, limited to the number of hours below, will be provided through March 31

**To:**

Mr. David Hunter  
 Massachusetts Department of Transportation, Information Technology  
 10 Park Plaza  
 Boston, MA 02116

**From:**

John Corson  
 Client Executive  
 MorphoTrust USA  
 296 Concord Road, Third Floor  
 Billerica, MA 01821  
 (518) 956-0347

Description of Goods and/or Services as per Quote Letter	Qty Hours	Rate	Total Price
enChoice Professional Services – Engineers, Consultants and Project Manager	200	\$250	\$50,000

**NOTE: This is a firm fixed quotation for goods and services.**

**PAYMENT TERMS:**

Payable within 30 days of Invoice by MASSDOT

**MORPHOTRUST'S STANDARD TERMS AND CONDITIONS:**

**MorphoTrust's standard terms and conditions which govern all purchases made pursuant to this quotation are listed below. To the extent such terms directly conflict with those set forth in this quotation, the terms in this quotation shall govern.**

**TERMS AND CONDITIONS:**

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ANY REPRESENTATIVE OF A PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE LICENSED SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE.

Furthermore, this quote, and any and all sales made in connection to it, is subject to MorphoTrust first receiving all necessary governmental approvals, licenses, certifications, safety marks and designations, if any, which may be required under the applicable laws and regulations for the sale of goods and services included in this quote.

**Price:**

The price is quoted Ex Works MorphoTrust's factory excluding valid sales tax at the date of invoice, according to the information which is known by now and becomes obligatory after clarification of all relevant details.

All changes and extensions of the purchase order compared to our quotation will be charged after consultation and according to the caused expenditures.

**Delivery time:**

Delivery of goods and services to be completed within 6 months after receipt of Purchase Order.

**Terms of payment:**

All purchases made in connection with this quote will be invoiced and paid in US Dollars. Full payment of the purchase price plus any and all applicable shipping charges, taxes, insurance and invoiced shipping and handling costs for the purchased materials and consumables shall be due and payable thirty (30) days from date of shipment. Should MorphoTrust reasonably determine that the purchaser represents a credit risk, such payment terms may be modified, in MorphoTrust's sole discretion, to include, among other things, prepayment and other additional forms of security.

If the payment is not received when due, a charge of 1.5% per month of the total of the invoice will be added to your balance. In the event that a third party is being solicited to collect payment, MassDOT IT will be responsible for the invoice amount, total late charges, as well as any fees paid to the party solicited.

Offer and exportation subjected to authorization of the respective applicable governing authorities.

**Warranty:**

With the exception of the fixed-mounted camera tower associated with the purchase, if any, MorphoTrust grants a warranty of 90 days that all goods purchased in connection with this quote be free from material defects in materials and workmanship starting on the day the goods purchased in connection with this quote are received by the purchaser. With respect to the camera tower component, if any, MorphoTrust grants the same warranty, but for a duration of one year from the day such components are received by the purchaser. MorphoTrust guarantees the compliance of all the specifications specified in the proposal. The sole responsibility for quality of the used materials is with MassDOT IT. Wearing parts are not included.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PURCHASER OR ANY OTHER PERSON OR ENTITY CLAIMING BY OR THROUGH PURCHASER BE ENTITLED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY OR OF THIS AGREEMENT.

All claims of the buyer – whatever the legal grounds – shall lapse upon the termination of the applicable warranty period. The statutory periods are valid in case of deliberate and malicious act and in case of claims according to product liability law. These are also valid in case of defects of delivery items which have been employed according to the common manner of use and as a result have caused deficiency.

Please note, there will be no guarantees on work that is not performed by MorphoTrust engineers. Furthermore, work performed by non-MorphoTrust personnel during the warranty period voids the applicable warranty.

**Passing of risks**

Risk on all goods purchased by MASSDOT IT will be transferred to MassDOT IT after the delivery item has left the factory, and even if partial deliveries have taken place or the supplier has assumed such additional services as delivery expenses or delivery and installation.

Partial deliveries are allowable, if reasonable for MassDOT IT.

**Offer validity:**

This offer is without obligation and valid 60 days starting with the date of issue and replaces all former quotations concerning the goods set forth herein. The offer, and all of the terms and conditions contained herein, will be deemed accepted with our written confirmation of MASSDOT IT's order.

**This offer does not include:**

- costs for transportation
- transport insurance
- applicable sales taxes
- any shipping duties, tariffs or fees
- preparation for installation at MASSDOT IT plant
- test materials
- any custom software or integration software.

Furthermore, MorphoTrust's Standard General Business Conditions listed below are also in force.

**Software Licensing statement:**

With respect to all software, computer programs and related source code which are supplied as a result of MorphoTrust's delivery the above described equipment (collectively, the "Software"), no title to or ownership of the Software, or any part thereof, will be transferred to MA MASSDOT as a result of MA MASSDOT's purchase pursuant to this quotation. MA MASSDOT acknowledges that it is acquiring only a perpetual license to use the Software, and not any title to or ownership of the Software or any part thereof.

**Quote Acceptance:**

Print: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*\* TO BETTER ALLOW MORPHOTRUST TO PROCESS YOUR ORDER \*\*\***

- 1) PLEASE SIGN THE ABOVE ACCEPTANCE OF THIS OFFER AND RETURN THIS DOCUMENT TO YOUR MORPHOTRUST SALESPERSON/CONTACT.
- 2) ALTERNATIVELY, IF YOU ARE PREPARING A PURCHASE ORDER OR CONTRACT AMENDMENT, PLEASE INCLUDE THIS OFFER WITH THE DOCUMENTS YOU ARE SUBMITTING.

## GENERAL TERMS AND CONDITIONS FOR DELIVERIES, WORK AND SERVICE

### I. General

The following conditions apply to all of our consultations, offers, sales, deliveries and services and the total current and future privacy of contract between MorphoTrust, and its associated businesses and our MASSDOT IT. Purchase conditions relating to our MASSDOT IT, which are completely or partly opposed to our conditions or the legal regulations, are hereby explicitly against our principles. They cease to be the subject of the contract if we carry out the service in the awareness of the opposing conditions. The successive conditions are valid for all future business relationships, even if they are not repeatedly explicitly agreed, and as long as our MASSDOT IT has been aware of these due to a previous business connection.

According to this contract, verbal agreements are not enforceable. In individual cases, resulting in agreements deviating from our conditions, particularly with our representatives, these can only become binding through written confirmation.

### II. Offer and completion of contract

Our offer always ensues without engagement. Contracts, even those at trade fairs or through our appointees, only originate in accordance with our written acknowledgement of order and not until this reaches our MASSDOT IT. Our advertising literature and brochures are not legally binding.

We reserve the proprietorship right and copyright for figures, drawings and calculations as well as for other documents. This also applies to those written documents, which are referred to as "confidential," "trade secret," "proprietary" or any such other similar designation that indicates it is not generally available for distribution. Before our MASSDOT IT is entitled to pass these on to third persons, our MASSDOT IT must obtain our written confirmation.

The quality structure of the subject matter of the contract is exclusively described in our offers, confirmation of orders and the documents associated with these.

### III. Deliveries and delivery periods

We shall not be held responsible for delays if MassDOT IT does not adhere to its duty to cooperate or fails to cooperate in time, in particular when it has to take care of magisterial authorizations, final plans, documentation upon the specification of the subject matter of the contract, clarification of numerous technical details and prepayments.

If, subsequent to the execution of the contract, it appears that the competence of our MASSDOT IT to perform, including for example but not limited to, through default of payment or suspension of payment, request for insolvency proceedings, the backup assigning of transfers of current assets, unfavorable information upon banking establishments, credit institutions or credit insurers, is endangered, MorphoTrust is entitled to refuse to provide its services and to withdraw from the contract and/or demand compensation, after the setting of a time limit with no effect for the yielding of a security in the form of a bank guarantee drawn by the bank or advance payment.

Our confirmed delivery periods are non-binding dates of dispatch. In the case of separable deliveries we shall be entitled to part deliveries and in the case of corresponding previous information, we shall be entitled to early deliveries.

In the case of an order which is to be called up, a satisfactory delivery period shall be valid, which may not be longer than 6 weeks. If manufacturing and certification appointments have not been agreed upon, we shall only be able to demand a legally binding finalization up to 3 months subsequent to the confirmation of the order. If our MASSDOT IT does not respond to our request within 3 weeks after the sending of our correspondence relating to this matter, then we shall be entitled to set an additional respite of 2 weeks. If it still remains without effect, we shall be entitled to compensation and/or to withdraw from the part of the contract that has not been fulfilled. The same principle applies when the delivery period has come to an end and the subject matter of the contract or parts thereof have not been subscribed to or have not been delivered due to the running into debt of our MASSDOT IT.

As long as circumstances which are not caused by MorphoTrust, impede, delay or deem impossible the execution of MorphoTrust's obligations and orders, prevail, MorphoTrust shall be entitled to postpone the delivery (or remaining part of the delivery or part-delivery) for the period of time the event causing such delay persists, or withdraw fully or partly from the contract. In this case, MassDOT IT shall not be entitled to compensation. MorphoTrust shall not accept as reason for MASSDOT IT to delay payment any judicial or magisterial intervention, breakdowns, strikes, lockouts, the disruption of business due to political or economic factors or acts of terrorism, a shortage of raw materials or working materials, difficulties with providing energy supply, transport delays or inevitable occurrences, which affect either MorphoTrust, MorphoTrust's subcontractors or those in third party companies, upon which the maintenance of MorphoTrust's business is dependent. The above is also valid when these factors occur at a point in time at which MorphoTrust is in default.

Our MASSDOT IT can only set an additional respite for delivery when the agreed delivery date has been exceeded by more than 2 weeks. This additional respite must be satisfactory and be at least 3 weeks. Subsequent to the expiration of this deadline, MassDOT IT shall be entitled to withdraw from the contract. The right to compensation from MorphoTrust for violating its obligation is only possible if MorphoTrust has acted intentionally or with gross negligence.

### IV. Prices and payment terms

Our prices for delivery are "ex works" according to Incoterms 2000, excluding legally valid sales taxes or VAT, as appropriate.

In the case that changes of the basis for calculations through higher costs of labor and materials, an increase in the legally valid rate of VAT or other circumstances occur subsequent to the completion of the contract, MorphoTrust shall be entitled to increase the contract price in proportionate relation to the changes of the basis for calculation which have occurred.

Invoices in the agreed currency are to be paid on net terms only within 30 days of the date of invoice.

Payments are first effectuated when MorphoTrust can definitely dispose of the sum. Bills of exchange and check payments shall only be accepted when booked and subsequent to special agreements being made. MassDOT IT shall always bear the costs of discounts and bills of exchange. If a bill of

exchange has been agreed upon, so should the payment period of the validity not exceed 90 days commencing from the date of the invoice.

Partial deliveries shall always be charged for immediately and each part must be paid for when requested, irrespective of the date of the last part of the total delivery.

Our MASSDOT IT only has the right to claim compensation if counter claims are deemed legally valid, undisputed or recognized by us. In addition, MassDOT IT is only entitled to exercise his right to withdraw from the contract if a counter claim exists relating to the same aspect of the contract.

### V. Proprietorship rights

MorphoTrust reserves the exclusive proprietorship of the purchase item (or subject of purchase) until all payments relating to the delivery contract have been made. In the case of behavior of a MASSDOT IT contrary to the conditions set out herein and in the contract, in particular in the case of delayed payment, MorphoTrust shall retain the right to reclaim the purchase item. As such, in the case of the retraction of the purchase item, this does not mean a withdrawal from the contract unless MorphoTrust has so stated as such in written form. In the case of a garnishment of the purchase item through MorphoTrust, there shall always be a withdrawal from the contract. If a buyer does not pay MorphoTrust the amount which MorphoTrust requests, MorphoTrust reserves the right to garnish the purchase item and to sell it otherwise and from the sales price received MorphoTrust is entitled to subtract the cost of sale and to balance the trade account payable with this amount.

MassDOT IT is obligated to safeguard the purchase item. In particular, MassDOT IT is obligated to insure this item, at its own expense, against damage resulting from fire, water and theft up to the value of it when it was new. For as long a period as maintenance and inspection is necessary, MassDOT IT must pay for this itself and ensure that this work is carried out punctually.

In the case of seizure or other interventions of third parties, MassDOT IT must inform us in writing immediately, so that we can make a claim. For as long a period as the third person is not able to reimburse MorphoTrust for the judicial and costs out of court according to such a charge then MassDOT IT shall be liable to pay for the shortfall.

MassDOT IT is entitled to sell the purchase item, subject to any associated license agreements, if any, in the ordinary course of business. However, it transfers all claims to MorphoTrust at an amount of the grand total of the invoice (including sales tax or VAT as applicable) which arise from the sale of the good to third persons, irrespective of whether the purchase item has been resold with or without modification. MassDOT IT is authorized to draft this claim even after the cession. MorphoTrust's authority to collect a claim remains unaffected. However, MorphoTrust is not obliged to collect the claim, for as long a time as MassDOT IT fulfills its payment obligations from the taken receipts, does not delay payment and does not initiate bankruptcy or insolvency proceedings or is affected by or suspends payment. If this is the case then MorphoTrust shall have the right to demand that MassDOT IT makes the assigned claims and the debtors known, as well as all the necessary data relating to the seizure, issues all documents relating to this matter and inform the debtors (third persons) of this cession.

The manipulation or transformation of the purchase item through MassDOT IT shall always be carried out on MorphoTrust's behalf. In the case that the purchase item is manipulated with objects which do not belong to MorphoTrust, then MorphoTrust shall acquire the joint ownership of the new purchase item according to ratio of the value between the purchase item (at the invoice grand total including sales tax or VAT as applicable) and the other manipulated objects at the time of the manipulation. The same applies to the manipulation of the originating item as well as for the purchase item delivered under preliminary provision. In the case that the purchase item is inseparably intermixed with objects which do not belong MorphoTrust, MorphoTrust shall acquire the joint ownership of the new item relating to the value of the purchase item (invoice total sum including sales tax or VAT as applicable) and the other intermixed objects at the point in time of the mix. If the intermixing occurs in a way which leads to the item of MassDOT IT being the most important thing, then MassDOT IT, as agreed, shall transfer proportional joint ownership to MorphoTrust. MassDOT IT looks after the sole ownership or joint ownership which has originated for MorphoTrust.

MassDOT IT transfers claims against a third person to MorphoTrust, which arise from the link of the purchase item with a piece of land. This secures our claims against it.

### VI. Transferring of risks

The dispatch of the object of agreement ensues through MorphoTrust via ExWorks at MassDOT IT's risk. This is also the case when the freight and other costs are to be carried by MorphoTrust. The object of agreement will be insured by MorphoTrust purely through explicit, written instruction, against damage through transportation on account of our MASSDOT IT.

If the collection has been agreed upon and has not taken place within 8 days of the agreed appointment, then MorphoTrust shall dispatch the item by an economical means of our choice of dispatch on account of our MASSDOT IT. The risk is transferred to our MASSDOT IT when the object of agreement is transferred to MassDOT IT, the first carrier or forwarding agent. This is also the case for individual part deliveries and in the case when we have carried the dispatch costs.

### VII. Responsibility for defects

If a defect within the purchase item exists, MassDOT IT is authorized to remove this subsequently or to deliver a new non-defect item. The place of performance is the factory from which the item is delivered. The following items are not covered by a guarantee: expendable parts such as stencils, milling cutters, bearings, consumable supplies, metering devices and needles, contact equipment etc. after the expiration of the respective items' expected lifetime, as guaranteed by the manufacturer.

If the subsequent removal of defects comes to nothing, MassDOT IT has the choice either to request a resignation or reduction.

MorphoTrust shall be held responsible within the legal regulations, as far as MassDOT IT makes claims for compensation, which are based on intentional

or gross negligence, including the intent of or gross negligence of our representatives or representatives. As long as MorphoTrust is not accused of premeditated breach of contract, the responsibility for compensation shall be limited to the predictable, typically occurring damage.

MorphoTrust shall take responsibility according to applicable legal regulations if it is culpable and commits a material breach of an obligation set out in the contract; but in this case the responsibility for compensation shall be limited to the predictable, typically occurring damage.

The responsibility for causing fatal injury, bodily injury or threat to the health of an individual remains unaffected; this is also the case for the mandatory responsibility according to the applicable product liability law.

As long as nothing deviating from this is decided upon, responsibility is not determinable.

The period of time for claims for defects is 12 month, calculated from the transfer of perils.

#### VIII. Joint liability

A liability which extends beyond that stated in paragraph VI (irrespective of the legal aspect relating to the asserted claim) is not possible. In particular, this is to be attributed to claims for compensation from faults upon completion of the contract, because of additional breaches of obligations or because of offence-related claims for the compensation for damage to property.

As far as the responsibility for compensation for MorphoTrust is not possible or limited, can this also be attributed to the personal responsibility for compensation of our staff, employees, colleagues, representatives and auxiliary persons.

#### IX. Trade mark right

We have the right to copyright and intellectual property rights in the drafts, drawings, software and appliances which have been prepared either by us or by third persons, even in the case that our MASSDOT IT has accepted the costs for the above.

#### X. U.S. Government Required Flowdown Provisions:

A. If MASSDOT IT supplies any hardware or hardware components to MorphoTrust under this contract, such hardware shall: (1) not include any software or firmware; or (2) unless agreed in advance and in writing by MorphoTrust' Chief Security Officer or Chief Compliance Officer, only include software or firmware that is either (i) generally available to the public (sold from stock at retail selling points without restriction by means of over-the-counter transactions, mail order transactions, electronic transactions, or telephone transactions) and designed for installation by the user without further substantial support by MASSDOT IT; or (ii) in the public domain (not protected by patent or copyright and subject to use and appropriation by anyone). Notwithstanding the foregoing, if MASSDOT IT is a Safran or Morpho company that is affiliated with MorphoTrust, such Safran or Morpho company shall not supply MorphoTrust with hardware containing any software or firmware unless agreed in advance and in writing by MorphoTrust' Chief Security Officer or Chief Compliance Officer.

B. If MASSDOT IT is a vendor, consultant, subcontractor, placement service, or any other manner of service provider to MorphoTrust, then unless agreed in advance and in writing by MorphoTrust' Chief Security Officer or Chief Compliance Officer, MASSDOT IT shall ensure that all of the personnel that MASSDOT IT makes available to MorphoTrust shall be only United States citizens who have passed a background check by MorphoTrust' trusted third party background check service provider. The term "United States citizen" does not include dual nationals, i.e., U.S. citizens who are also citizens of another country are not "U.S. citizens" for purposes of this requirement. MorphoTrust will provide the required background check forms that MASSDOT IT personnel shall return to MorphoTrust' Chief Security Officer, and MorphoTrust' Chief Security Officer will notify MASSDOT IT in writing whether a MASSDOT IT personnel has or has not passed the background check. MASSDOT IT shall not make such personnel available to MorphoTrust until after MorphoTrust' Chief Security Officer or Chief Compliance Officer have notified MASSDOT IT in writing that its personnel have passed the background check. It shall be a material breach of this contract by MASSDOT IT if any of MASSDOT IT's personnel begin to render services to or on behalf of MorphoTrust before passing MorphoTrust' required background check. All MASSDOT IT U.S. citizen personnel that visit MorphoTrust' facilities shall be escorted by MorphoTrust personnel at all times.

C. If under this contract, MorphoTrust provides MASSDOT IT with MorphoTrust developed software in furtherance of MASSDOT IT's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust' Chief Security Officer or Chief Compliance Officer, MASSDOT IT shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity MASSDOT IT or MASSDOT IT.

D. Any consulting services that are provided by third parties to MorphoTrust require the advance written approval of the United States Government. If MASSDOT IT is being engaged by MorphoTrust to provide consulting services, then MASSDOT IT agrees that it shall not begin to provide consulting services to or on behalf of MorphoTrust unless and until MorphoTrust' Chief Security Officer or Chief Compliance Officer provides MASSDOT IT with written notice that MASSDOT IT may begin to provide such services, and that MASSDOT IT's commencement of services before such MorphoTrust notification shall constitute a material breach of this contract by MASSDOT IT. If MASSDOT IT receives written notice from MorphoTrust of the U.S. Government's approval, such notice may include additional terms and conditions that the U.S. Government requires be imposed upon MorphoTrust and MASSDOT IT for MASSDOT IT's rendering of the consulting services. MASSDOT IT agrees that its acceptance of these additional terms and conditions is made by either (1)

MASSDOT IT commencing performance of its consulting services at any time after receiving such notice from MorphoTrust, or (2) notifying MorphoTrust in writing that MASSDOT IT accepts such additional terms and conditions.

E. In the course of MASSDOT IT's rendering of services to or on behalf of MorphoTrust, no MASSDOT IT U.S. citizen personnel using individual or collective DMV (or equivalent agency) records or other U.S. federal, state or local government entity databases may make data inquiries, compilations, or cross-references of any U.S. government contract information (including, but not limited to, all data and information obtained or accessed pursuant to the government contract, law enforcement information, U.S. and foreign citizen personally identifiable information, software, source code, technology and trade secrets, passport and border crossing card stock or other security features and related consumable items), unless directly requested by the local, state, or federal entities themselves. Any data inquiries, compilations, or cross-references of U.S. government contract information across more than one state database shall require the approval in writing of the U.S. Government. If MASSDOT IT learns of any unauthorized disclosure of such U.S. government contract information to any third party, such breach or suspected breach shall be immediately reported by MASSDOT IT to MorphoTrust' Chief Compliance Officer or Chief Security Officer.

#### XI. Additional clauses

Solely Massachusetts, USA law is valid. The parties further agree that the application of the UN convention on contracts concerning international purchasing are expressly waived and do not apply.

Assigning claims, which MorphoTrust MASSDOT IT's transfers to MorphoTrust resulting from a business relationship, shall have no effect to MorphoTrust.

As long as nothing additional arises from the confirmation of the order, MorphoTrust' place of business remains the place of performance.

In all cases, the parties agree that the court of jurisdiction for all future claims relating to the business including those concerning bills of exchange, checks and other documents is the appropriate state or federal court located in the Commonwealth of Massachusetts, USA, in either of which jurisdiction and venue shall be deemed proper and exclusive.

Should one of the above conditions be rescinded, then the effectiveness of the remaining clauses and of the contract shall remain unaffected. Any clauses which are deemed against public policy, void, or unenforceable, those words, provisions or conditions shall be substituted for new rules which have as their aim the same degree of economic or legal effect and that shall render this agreement valid and enforceable.