

ASSIGNMENT OF CONTRACTS

For good and valuable consideration, the receipt of which is hereby acknowledged, the San Diego Data Processing Corporation (SDDPC), as **ASSIGNOR**, hereby assigns to the San Diego Association of Governments (SANDAG), as **ASSIGNEE**, all rights, obligations, duties, title, and interest of Assignor in and to the following Contracts, including all amendments thereto:

1. Contract for consulting services between SDDPC and Facefirst, LLC (SDDPC Contract No. 4500051341, SANDAG Contract No. 5002045)
2. Purchase Order for trial product services, including a provisional license subscription between SDDPC and Facefirst, LLC (SDDPC Purchase Order No. 4500051644, SANDAG Contract No. 5002046)

This Assignment of Contracts is effective May 13, 2013 and completed pursuant to Sections 311 and 15.7 respectively of the Agreements referenced above between SDDPC and FaceFirst, LLC. Pursuant to such language, the consent of FaceFirst, LLC for an assignment by SDDPC to SANDAG is not required.

SAN DIEGO DATA PROCESSING CORPORATION:


BY: LARRY MORGAN
Executive Director

ACCEPTANCE OF ASSIGNMENT

By signing below, the San Diego Association of Governments accepts the foregoing Assignment with all of its terms and conditions. The undersigned hereby assumes each and every duty and obligation owing to Assignor arising out of or in connection with the Assignment of the above referenced Contracts as of May _____, 2013. This Assignment and assumption is neither a modification of nor an amendment to the contracts referenced above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS



BY:  GARY L. GALLEGOS
Executive Director

ACKNOWLEDGMENT OF ASSIGNMENT

This Assignment is hereby acknowledged by the undersigned.

FACEFIRST, LLC


BY: GIFFORD HESKETH
Vice President of Engineering

MEMO

SANDAG

From: Lloyd Muenzer
Date: 4/24/2013
Re: Reassignment of SDDPC contracts #4500051341, and 4500051644 (FaceFirst) to SANDAG

Comments: On behalf of ARJIS, the San Diego Data Processing Center (SDDPC) negotiated and executed their contract #45000513141 with FaceFirst, LLC (formerly known as Airborne Biometrics Group). This contract provides for consulting services and a yet to be exercised option to purchase product licenses and maintenance based on negotiated pricing. This pricing is good until the December 31, 2014 and ARJIS currently intends to exercise this option in the near future.

When this contract was executed, it was known by all involved parties that SDDPC would be dissolving at the direction of the City of San Diego and that all existing SDDPC contracts let on behalf of ARJIS would need to be reassigned to SANDAG. There is contract language that specifically addresses assignability with SDDPC contract #4500051341.

ARJIS now wishes to have SDDPC contract #4500051341 with FaceFirst, LCC reassigned from SDDPC to SANDAG in its entirety and as-is and to provide a courtesy notice to FaceFirst, LLC accordingly.

Separately, but related, SDDPC executed a purchase order (#4500051644) for the purchase of a trial license to use the FaceFirst software from 1/1/2013 to 12/31/2013. The terms of this PO will expire at the end of 2013; however, this PO should also be reassigned to SANDAG at this time. Although the PO in the amount of \$115,000 has already been paid, the terms of the PO are important to preserve to ensure SANDAG obtains the services it has paid for.

**SAN DIEGO DATA PROCESSING CORPORATION
CONTRACT NO. 4500051341
ASSIGNMENT CLAUSE**

311. ASSIGNABILITY

Neither party shall assign any interest in this Contract or transfer any interest in the same (whether by assignment or novation) without the prior written approval of the other party, except that Corporation may assign this Contract to Customer without Consultant's consent upon thirty (30) calendar days prior written notice issued in conformance with the provisions of Section 106 of this Contract.

Claims for money due or to become due to the Consultant from the Corporation under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.

**SAN DIEGO DATA PROCESSING CORPORATION
PURCHASE ORDER NO. 4500051644
ASSIGNMENT CLAUSE**

15.7. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto. Neither party may assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that: a) either party may so assign without the other party's consent to an affiliate of such assigning party or in the event of a sale of all or substantially all of such assigning party's business to a third party (whether by merger, consolidation, sale of assets, sale of stock or similar transaction); and, b) Customer may so assign to SANDAG-ARJIS without the consent of FaceFirst..