FIRST AMENDMENT TO

SAN DIEGO DATA PROCESSING CORPORATION
CONTRACT FOR CONSULTING SERVICES

WITH

FACEFIRST, LLC
CONTRACT # 4500051341

1. Any Statements in this document will take precedence over any similar or related provisions in the Contract. All other provisions of the Contract remain in force.

2. The Effective Date of this Amendment shall be September 1, 2012.

3. The purposes of this Amendment are to revise the name of the Consultant, to revise Section 200 of the Contract to procure additional services, and to increase the Maximum Compensation payable to Consultant under Section 104.c of the Contract.

4. Effective July 27, 2012, FaceFirst, LLC became the Consultant's new legal entity name, succeeding Airborne Biometrics Group, Inc. All references to "Consultant" in the Contract shall mean FaceFirst, LLC.

5. Section 102, Contract Exhibits, of the Contract is deleted in its entirety and replaced with the following:

   a. List of Exhibits

   The above services shall be performed in accordance with the following listed documents that are attached hereto and made a part hereof:

   1. Corporation's RFQ for TACIDS Development Services, Contract Exhibit A
   2. Consultant's Response to Corporation's RFQ, Contract Exhibit B
   3. Consultant's TACIDS Customization Statement of Work, Contract Exhibit C

   b. Order of Precedence

   In the event of any inconsistencies between or among the documents, the inconsistency shall be resolved by giving precedence in the following order:

   1. Amendments in reverse numeric sequence
   2. This Contract # 4500051341
   3. Contract Exhibit B
   4. Contract Exhibit C
   5. Contract Exhibit A

6. The first sentence of Section 103, Time of Performance, of the Contract is revised to read as follows:

All services required pursuant to this Contract shall commence when and as directed by the Corporation in writing, and shall be completed by January 31, 2013 or when the maximum compensation specified in Contract Section 104.c is expended, whichever occurs sooner.

7. Section 104.a, Rates and Payments, of the Contract is deleted in its entirety and replaced with the following:

For services performed under Section 201 of this Contract, the Corporation shall pay the Consultant at the rate of $135.00 per hour. Consultant may submit an invoice in the amount of $10,000 upon execution of this Contract. Thereafter, Consultant shall submit invoices at the end of each month based on the actual hours expended in the performance of services during the month, after accounting for the advance payment of $10,000.

For services performed under Section 202 of the Contract, the Corporation shall pay the Consultant a fixed price of $35,000.00. Consultant may submit an invoice in the amount of $35,000 upon execution of the First Amendment to the Contract.

8. Section 104.c, Maximum Compensation, of the Contract is deleted in its entirety and replaced with the following:

The total compensation for all in-scope services performed pursuant to Section 201 of this Contract shall not exceed the sum of NINETY-ONE THOUSAND EIGHT HUNDRED DOLLARS ($91,800.00) based on six-hundred eighty (680) hours. Consultant acknowledges that Corporation is under no obligation to compensate Consultant for services rendered under this Contract in excess of the maximum compensation specified above. It shall be the responsibility of Consultant to monitor its activities to ensure that the scope of services specified in Contract Section 200 may be completed and no charges accrued in excess of the maximum compensation during the term of this Contract. Corporation acknowledges that it is difficult to determine the full scope of services for a research and development project at the project's outset and agrees to negotiate in good faith with Consultant for modifications to the scope of services and maximum compensation, such modifications to be incorporated in an amendment to this Contract.

The total compensation for all in-scope services performed pursuant to Section 202 of this Contract shall be a fixed price of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00).

The Maximum Compensation for services performed pursuant to Sections 201 and 202 of the Contract is ONE-HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED DOLLARS ($126,800.00).

9. Section 200, Scope of Services, of the Contract is deleted in its entirety and replaced with the following:

200. SCOPE OF SERVICES

201. INITIAL APPLICATION DEVELOPMENT

When and as directed by the Corporation, the Consultant shall perform consulting services to include, but not be limited to, developing the application generally described in Sections 2.3, 4.1 and 4.2 of Contract Exhibit A and in Section 4 of Contract Exhibit B.

Corporation's project representative is Marlyn Webb, or her designee ("Corporation's Project Representative"). Consultant's staff shall meet with Corporation's Project Representative and Customer's staff at the outset of the project to further define the scope of services and acceptance testing procedures and to establish a project schedule which collectively shall be incorporated in a project charter.

Consultant agrees that Corporation shall be granted a license to use the FaceFirst® suite of software at no cost during the development project and shall be granted, at Corporation's option, a post-development provisional use license to allow use through December 31, 2014 of the system as it exists at the end of the development period at the price contained in RFQ Clarification Number 2 in Contract Exhibit B, said price to be paid at the beginning of the post-development term. The terms and conditions of the provisional use license shall be incorporated in an amendment to this Contract or under a separate license and support agreement executed by Corporation and Consultant.
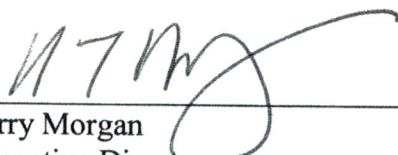
202. APPLICATION ENHANCEMENTS

When and as directed by the Corporation, the Consultant shall perform consulting services to include, but not be limited to, enhancing the existing TACIDS system (mobile client, portal, WebAPI and data exchange services) developed under Section 201 as described in Contract Exhibit C.

Corporation's project representative is Marlyn Webb, or her designee ("Corporation's Project Representative"). Consultant's staff shall meet with Corporation's Project Representative and Customer's staff at the outset of the project to further define the scope of services and acceptance testing procedures and to establish a project schedule which collectively shall be incorporated in a project charter.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the Effective Date.

CORPORATION: SAN DIEGO DATA PROCESSING CORPORATION
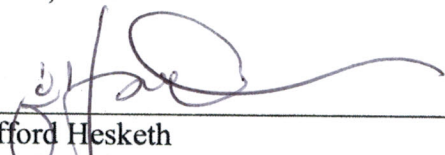a public entity organized as a California nonprofit public benefit corporation

By: _____

Larry Morgan
Executive Director

Date: _September 26, 2012_____

CONSULTANT: FACEFIRST, LLC

By: _____

Gifford Hesketh
Vice President of Engineering

Date: _2012 SEP 26_____

CONTRACT EXHIBIT C

TACIDS (Powered by FaceFirst) CUSTOMIZATION STATEMENT OF WORK

Customer desires enhancements to the existing TACIDS Android mobile client and FaceFirst Portal in order to further customize the base "FaceFirst" application. This is intended to meet Law Enforcement business use standards in the San Diego County region and to serve as a model for Law Enforcement agencies throughout the nation. This customization will include additional functionality as itemized below:

FUNCTIONAL REQUIREMENTS:

1.   Utilization of mobile device's built-in functions
   a.   In addition to the existing camera functions, the TACIDS mobile client will utilize the device's location data when available, along with the login credentials to be used in facilitating the preparation of an ARJIS incident record (Field Interview/Suspicious Activity Report).

2.   Identification Process
   a.   Provide a method and indication to the user as to the method of identification when records are first enrolled.
      i.   Mugshot or Booking records where identity is established through fingerprints (where AFIS number is present) are considered to be the highest level of confidence.
      ii.   Newly enrolled cases added via the mobile client or via the TACIDS portal must include a mandatory selection list for items such as Photo ID Presented, Verbal Identity Information, Personal Knowledge of Individual; Lookout Message, etc.
      iii.   Do not allow the user to select Mugshot as the method of enrollment identification, as this is an automated process.

3.   Field Interview data capture – NOTE: ARJIS Incident and Field Interview are synonymous
   a.   The current mobile client has the ability to identify and then update a current "case" (person profile) or create a new case. This customization will (in addition to the existing functions) add the capability to create an incident document for submission to the Customer's SQL database. The document will include all of the fields specified by Customer, including the digital image (either JPG or Base64 text format).
   b.   In the case of a new field enrollment where no match to a previous case record is selected, the mobile client will integrate form fields for capturing Field Interview data as part of the new enrollment process, to include all of the Customer- specified fields. The "Submit to ARJIS" function will remain separate from the "Add Case" function but the mobile client will provide an interface for both. This will allow for enrollment without necessarily creating an ARJIS incident record but will allow for data entry efficiency when both are desired.
   c.   The mobile client will prefill certain fields on the incident document with items such as UserID (ex. SH0948), current date and time based on the device date and time and

location (if GPS is enabled – fill Lat/Long). NOTE: the officer will also be required to enter the incident location based on an address.

    d.   When the incident document is completed, the user will have the ability to submit (send to the Customer's SQL database) and receive confirmation and a record number of its successful arrival. NOTE: TACIDS will update the Customer's repository and (optionally, per item "g." below) send this confirmation soon after receiving user input, but the confirmation will not be part of the "transaction" between mobile client and WebAPI.

    e.   If the record fails to post successfully, TACIDS will notify the user accordingly so that the user can correct mistakes and "Resubmit", without having to re-enter all of the data. TACIDS will store the pending data until either there is a successful submission or the user opts to cancel the transaction altogether.

    f.   Certain fields (TBD) are required in order to pass Customer's edits and will be validated by the mobile client as best it can, along with the appropriate error handling if the front-end edits are not followed.

    g.   Optional e-mail to user that the new activity record was posted in Customer's SQL database.

4.   Field Interview Edit and Resubmit

    a.   The TACIDS mobile client will support a lookup function, where the officer can lookup previously entered Field Interview records, but only those entered by the person logged in and only those entered through TACIDS. The lookup will be by Field Interview document ID or by LN, FN, DOB. NOTE: The distinction between searching for a "case" and searching for its FI records – and the additional complexity thereby added to the user experience – deserves some consideration.

    b.   The mobile client will return a list of matching Field Interview records with supporting metadata so that the officer can select and display the desired record/s.

    c.   The detail record will initially be presented in read-only mode where an Edit button will allow the user to go into Edit mode or Delete the record entirely.

    d.   Upon completion of the editing, the record will then be available again for the "Submit to ARJIS" function, which will overwrite the existing incident record.

5.   Database adjustments and web services

    a.   Adjustments to the TACIDS repositories will be necessary in order to support some of the new functions, such as method of identification on initial enrollment, etc.

    b.   Customer will make appropriate adjustments to the regional database and will build a web service to receive new records and return appropriate messages.

    c.   Customer will provide the list of data fields, along with the correct field names and data labels and field specifications.

    d.   Customer will provide an interface schema and web service to receive TACIDS incident records, process them and return appropriate responses.

    e.   Consultant will provide software to transmit FI records to Customer's web services, notify users of acceptance or rejection, and update a reference ID field within TACIDSt storage with information returned upon successful acceptance by Customer.

DELIVERABLES

1.   TACIDS Android Client
- Allow optional incident record input after adding face image to new or existing case, prefilling any fields that overlap with case or image metadata
- Search existing cases by face image from camera, face image from gallery, DOB, first name, last name, or incident record ID
- Edit case metadata when viewing an existing case
- View incident records for a case
- Edit existing incident record

2.   TACIDS Data Model
- Support multiple distinct sets of metadata per case for incident record storage, indexed by version/timestamp

3.   Synchronization Service
- Propagate new or modified incident records into the Customer's repository
- Include incident record fields and the captured face image in new records
- Update TACIDS data to include an ID returned when creating a new incident record
- Notify user of success or failure to store the incident record in the Customer's repository