



Forensic Technology WAI Inc.  
www.forensicttechnology.com

August 1, 2013

**Fort Bend County Sheriff's Department**  
Fort Bend, Texas, United States

Attention: Robert Becker

Subject: **Budgetary Proposal for for IBIS Heritage SafeGuard Plan**  
(Our reference S-2833 Rev. 01)

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Forensic Technology WAI Inc. (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Fort Bend County Sheriff's Department** (hereinafter referred to as the **Customer**) with this price quote for our IBIS Heritage SafeGuard Plan.

The price given below covers the following **IBIS® Heritage™** equipment, operated by the Customer, for a period of 12 months. **Taxes and duties, if applicable, are excluded and are for the account of the Customer.**

Site	System Component	Serial Number	Installation Date
061US	RDAS	IBIS1119	January 2000

Description	Price (US)
IBIS Heritage SafeGuard Plan for a period of 12 months from October 1, 2013 to September 30, 2014	\$44,287

Should you have any questions about this proposal, please do not hesitate to contact the undersigned in Montreal, Canada at number +1 514 489 4247 or via e-mail at [stacy.stern@contactft.com](mailto:stacy.stern@contactft.com). We look forward to your reply.

Sincerely yours,

Stacy Stern, M.F.S.  
Sales Director  
North America, Caribbean & Australia  
Forensic Technology WAI Inc.

Attachments: Description of IBIS Heritage SafeGuard Plan  
Terms and Conditions



## Description of the IBIS Heritage SafeGuard Plan

This section describes the support services to be provided by Forensic Technology for the IBIS Heritage equipment operated by the Customer within the NIBIN Network.

### Support Center

Forensic Technology has an international support center to serve Customers that subscribe to SafeGuard. The support center provides:

- Customer and technical support (help desk) via telephone and/or e-mail
- 24/7 telephone hot line with callback within four hours
- Dedicated toll-free telephone number for US Support: 1-877-558-7298
- Internet e-mail address: [nibin.support@contactft.com](mailto:nibin.support@contactft.com)
- Support resources at Forensic Technology's Web site: [www.forensictechnology.com](http://www.forensictechnology.com).

Calls can be placed 24 hours a day, 7 days a week. If a help-desk administrator cannot answer the call immediately, the Customer can leave a message and can expect a return call within four hours.

Our help-desk administrators are an excellent resource for assistance to operators with system-related questions.

### Technical Support

Forensic Technology will provide technical support to diagnose and repair problems with the IBIS Heritage equipment. The Customer will be notified on how long it will take to correct the problem. Whenever possible, an initial solution will be provided.

If a problem cannot be resolved remotely using the customer-supplied service communications line, Forensic Technology will send a field technician on-site to diagnose and/or repair the problem.

Forensic Technology will always endeavor to provide all services within a reasonable period to minimize system downtime.

### Replacement of Defective Hardware

It is important to note that most IBIS Heritage parts are end of life and are no longer commercially available. Forensic Technology had sufficient inventory of spare parts to continue supporting IBIS Heritage systems beyond June 2010; however, the level of this inventory is diminishing quickly to the point that some parts are no longer available.

In the event that an IBIS Heritage part is not available in our inventory or on the open market, Forensic Technology will so inform the Customer and the parties will jointly agree to suspend support for that individual IBIS system within 30 calendar days from the trouble incident being open. Thereafter, Forensic Technology will continue to search for a solution but it cannot make any guarantees. In the event support is suspended, the Customer may be entitled to reimbursement of Safeguard fees paid in advance. Any effect on the SafeGuard fee will be evaluated on a case-by-case basis, depending on the extent to which the system operation is affected by the failure.

When replacement parts are available, Forensic Technology will replace defective hardware; it will be installed by a certified Forensic Technology field technician. Shipping charges for the replacement hardware will be paid for by Forensic Technology.





### **On-site Remedial Support**

This level of support is provided only when issues cannot be resolved over the telephone or remotely via the service communication line, which is furnished and maintained by the Customer. In this situation, Forensic Technology will send a certified field technician to the Customer site to perform the corrective maintenance and return the system to operation. Before leaving the site, the field technician will complete a Work Order Summary Report and will leave a copy of this report with the Customer.

### **System Proactive Care**

System Proactive Care comprises a set of inspections that will identify system performance inefficiencies before they cause problems or result in downtime. These activities include: review of the tape backup log and correlation results processing log; verification of the hard disk space availability, software log files, server, and correlation status; checks of the microscope and lighting.

System Proactive Care will be performed remotely by Forensic Technology using the Customer-supplied service communication line. Forensic Technology will coordinate each occurrence of this service with the Customer.

### **Customer Care Program**

Forensic Technology cares about the impact its products and services have on the mission-critical work of our Customers. Forensic Technology has therefore instituted the Customer Care Program to foster the relationship between our professionals through timely, proactive communications. Forensic Technology wants to understand the Customer's environment and constraints so that it can react swiftly to optimize the Customer's usage of our products.

During the site visit or telephone call, a senior Forensic Technology representative will talk to the user(s) about their experience with the system, support activities, workflow processes, existing and upcoming features, and other topics of interest.

### **Correction of IBIS Application Errors (Software Bugs)**

If the Customer detects and reports to our call center an application error (software bug), a Software Trouble Report will be issued to Forensic Technology's Engineering Department. The committed turn-around time for replying to a software trouble report is dependent upon the impact of the application error on the Customer's IBIS solution. For a major problem in which the operation of the system is seriously diminished, a patch will be implemented on the system as soon as our engineers work out the solution to the problem. For a minor problem not severely affecting system operation, the problem will be addressed and the solution will be implemented in the next software release. Only software changes that have been approved by ATF will be deployed by Forensic Technology.

### **Software Upgrades**

**IBIS Software 3.4.8 was the last software release containing product enhancements for IBIS Heritage systems.** Any future software upgrades to IBIS Heritage systems will be provided only to ensure interoperability with IBIS Correlation Servers and IBIS TRAX-3D systems. These future upgrades will be deployed to IBIS Heritage systems with a valid SafeGuard Plan at no extra charge to customers.

Forensic Technology may release service packs to correct software bugs and/or add minor software features. Following acceptance by ATF, Forensic Technology will deploy the service pack throughout NIBIN.

Forensic Technology will upgrade third-party software applications used in its COTS products only if Forensic Technology decides that it is strictly required.





Forensic Technology deploys software maintenance packs via the NIBIN WAN. As such, Forensic Technology will not be liable for its inability to upgrade an IBIS System due to non-functional or non-compliant WAN telecommunication lines (refer to the specifications within this document).

Only software changes that have been approved by ATF will be deployed by Forensic Technology.

Only hardware changes that are deemed necessary because of new software functionality are included with SafeGuard.

Should a software upgrade require changes to documentation, Forensic Technology will amend the user documentation at no extra cost. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

#### **Operating System (OS) Patches**

Forensic Technology will release on a quarterly basis software patches related to the Windows™ Operating Systems only. On receiving acceptance from ATF, Forensic Technology or ATF can deploy these patches using the PatchLink system. Only software changes that have been approved by ATF will be deployed by Forensic Technology.

#### **Travel and Living Expenses**

Travel and living expenses of our personnel are covered by Forensic Technology when they are related to the delivery of the services included with the SafeGuard plan.

#### **Backward Compatibility**

Software upgrades and corrections will provide for backward compatibility with existing data. This does not apply to the introduction of new products or significantly different technology.

#### **Other Services**

Only the services outlined above are included in the new IBIS Heritage SafeGuard Plan. However, Forensic Technology will still be able to offer the services listed below for an additional charge.

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|--|--|
| 1) User Training                                   | 5) Custom Reports                              |
| 2) Quality Consulting                              | 6) Repairs Due to System Misuse or Abuse       |
| 3) System Relocation                               | 7) Consumables (Bullet Stubs and Wax)          |
| 4) Change to Customer-Supplied Communications Line | 8) Hardware Upgrades (if technically feasible) |

#### **Customer-Supplied Service Communications Line**

The Customer is fully responsible for furnishing and maintaining the necessary service communications line(s), and in a network topology, all communications lines.

The time for service rendered is directly proportional to the existence and quality of the communication line installed on-site. Forensic Technology can only ensure rapid service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional communication lines. Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem.

Forensic Technology's customer support organization must have connectivity with all NIBIN systems in order to diagnose problems and provide solutions remotely, ensuring minimal downtime. To provide effective remote technical support, it is recommended that the Customer provide and maintain one high-speed line (see specifications below) at the site (i.e., the NIBIN



WAN). Dedicated communications lines are required to satisfy security and bandwidth concerns.

For networking with other IBIS Systems, the same high-speed line as used for remote technical support can be employed assuming the bandwidth requirements listed below are met.

Furthermore, the Customer will be fully responsible for procuring, furnishing and financing the LAN communications lines between the Forensic Technology LAN and the NIBIN supplied WAN. Forensic Technology will not be liable for the lack of technical support due to unsuitable LAN communications lines.

#### **Recommended Specifications for High-Speed Line**

Type	ADSL, Cable, Satellite or Ethernet
Grade	Business grade with support for IPsec VPN protocol
Download Speed	2 Mbps minimum with 20:1 contention ratio; or 512 kbps guaranteed (i.e., 1:1 contention ratio)
Upload Speed	2 Mbps minimum with 20:1 contention ratio; or 512 kbps guaranteed (i.e., 1:1 contention ratio)
IP Address	Fixed Public Ethernet IP address
IP Address Assignment	Statically configured or dynamically assigned (but IP address must not change)
Physical Connection	Ethernet RJ-45
Other Requirements	Provide Forensic Technology with Fixed IP address, Subnet Mask value, Gateway value, and DNS address.

Forensic Technology will not be responsible for degradation of service if the installed WAN and LAN communications lines are below the aforementioned specifications.

Should ATF decide or need to change the type and/or characteristics of the NIBIN WAN, Forensic Technology will need to be informed and will issue a commercial proposal for adapting the IBIS System. All costs related to the provision and usage of all communication lines are for the Customer's account.





## TERMS & CONDITIONS

### Currency

All prices are quoted in **United States Dollars**.

### Offer Validity Period

This offer expires on **November 1, 2013**.

### Payment Terms

The SafeGuard fees are payable by wire transfer, in advance.

Beneficiary	<b>Forensic Technology WAI Inc.</b> 5757 Cavendish Blvd., Suite 200 Cote St-Luc, Quebec, Canada H4W 2W8
Bank and Account Number	<b>HSBC Bank Canada</b> 2001 McGill College Avenue, Suite 300 Montreal, Quebec, CANADA H3A 1G1 Swift#: HKBC CATT Acct#: 10001425342070 US

### Duties, Taxes, Fees, Charges and Assessments

Any taxes (including income), duties, levies, contributions, dues, value added tax (VAT) fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada or Ireland) or any Customer-appointed intermediate upon this agreement or understanding relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such levy in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

### Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

### Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business



interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages.

### **Termination for Convenience**

Upon notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer. Such compensation shall be the greater of:

- reimbursement of its costs as at the effective date of termination, plus an amount for profit on such costs; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

### **Force Majeure**

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

### **Disclosure under Freedom of Information Act**

The technical data, design, concepts, and other information disclosed herein in this proposal are the exclusive property of Forensic Technology, contain trade secret and confidential business or financial information that are exempt from disclosure under the Freedom of Information Act and are not to be disclosed or copied to any other party without the advanced written consent of Forensic Technology.