

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**INTEGRATED BALLISTICS IDENTIFICATION SYSTEM AND  
SOFTWARE LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Ultra Electronics Forensic Technology Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide Integrated Ballistics Identification System, or IBIS, TRAX HD3D equipment (hereinafter "Services") and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

1. **Scope of Services.** Contractor shall provide equipment and render Services to County as defined in the Scope of Services, consisting of the Contractor's proposal reference S-03043 R05 (attached hereto as Exhibit A).
2. **Personnel.**
  - A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
  - B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
3. **Term and Payment.**
  - A. The term of this Agreement shall commence on the effective date as described below and terminate in accordance with the Scope of Services.
  - B. County shall pay Contractor in accordance with the payment schedule set forth in Option 2 of the Scope of Services. The Option 2 Four-Year Deferred Payment Plan is as follows:

<b>Payment Schedule</b>	<b>Amount (USD)</b>
With Purchase Order	\$67,014
One (1) year after date of purchase order	\$67,014
Two (2) years after date of purchase order	\$67,014
Three (3) after date of purchase order	\$67,014
<b>TOTAL (US Dollars)</b>	<b>\$268,056</b>

C. Except as provided by section 5 Termination, it is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made.

4. **Modifications and Waivers.**

A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

5. **Termination.**

A. Termination Prior to Expiration of Four (4) Year Term - If County terminates this Agreement prior to the expiration of the four (4) year term, County shall pay the Contractor a penalty representing 25% of the payments that would have been made for the remainder of the deferred payment period. In addition, the Contractor will be entitled to immediately retrieve the equipment installed at the County site, at the County's expense.

B. Termination for Convenience - County may terminate this Agreement at any time upon thirty (30) days written notice.

C. Termination for Default - County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(i) If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

(ii) If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 5B above.

D. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

6. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for

work performed. Contractor shall promptly furnish all such data and material to County on request.

7. **Inspection of Books and Records.** Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

8. **Insurance.**

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (i) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- (ii) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- (iii) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- (iv) Professional Liability insurance with limits not less than \$1,000,000.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

9. **Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

10. **Confidential and Proprietary Information.**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to

the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**11. Independent Contractor.**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**12. Notices.**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County Sheriff  
Attn: Chief Deputy David Marcaurele  
1410 Williams Way Blvd.  
Richmond, Texas 77469

Contractor: Ultra Electronics Forensic Technology Inc.  
Attn: Contracts Manager  
5757 Cavendish Blvd., Suite 200  
Cote St. Luc, Quebec, Canada H4W 2W8

- C. A Notice is effective only if the party giving or making the Notice has complied with subsections 12A and 12B and if the addressee has received the Notice. A Notice is deemed received as follows:
  - (i) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(ii) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

13. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
14. **Performance Warranty**
  - A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
  - B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.
15. **Assignment and Delegation.**
  - A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
  - B. Neither party may delegate any performance under this Agreement.
  - C. Any purported assignment of rights or delegation of performance in violation of this Section is void.
16. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
17. **Successors and Assigns.** County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
18. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
20. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

21. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
22. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
23. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to the Agreement or 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, the parties may resort to litigation. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
24. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2015.

FORT BEND COUNTY

ULTRA ELECTRONICS FORENSICS  
TECHNOLOGY INC.

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Troy Nehls, Fort Bend County Sheriff

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

# **EXHIBIT A**



**FORENSIC  
TECHNOLOGY**

## **PROPOSAL**

For an

# **IBIS® TRAX-HD3D™ SOLUTION**

Submitted to the:

**Fort Bend County Sheriff's Department  
Texas**

Attention: **Mr. Dominic Sodolak**

By:

**Ultra Electronics Forensic Technology Inc.  
5757 Cavendish Blvd, Suite 200  
Montreal, Quebec  
Canada H4W 2W8**

Date: **November 13, 2015**

Our Reference No.: **S-3043, Rev. 05**

The technical data, design, concepts, and other information disclosed herein in this proposal are the exclusive property of Ultra Electronics Forensic Technology Inc., 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 Ultra Electronics Forensic Technology Inc.

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# 1 Executive Summary

Ultra Electronics Forensic Technology 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 latest generation of Integrated Ballistics Identification System (IBIS®).

This proposal serves to offer a solution to replace vintage IBIS® Heritage equipment currently installed at the Fort Bend location with IBIS® TRAX HD3D equipment, and to maintain a connection to the National Integrated Ballistic Information Network (NIBIN).

In 2010, Forensic Technology announced to its worldwide customers that the IBIS® Heritage™ Systems would be categorized as "end-of-life" equipment. Incapable of upgrades keeping pace with current technologies and meeting the Department of Justice's security requirements, IBIS® Heritage Systems will no longer be supported on the NIBIN Network in the year 2016.

As Forensic Technology is the only manufacturer of ballistic entry equipment utilized by the National Integrated Ballistic Information Network (NIBIN), this proposal offers to replace the IBIS® Heritage equipment with one (1) IBIS® BRASSTRAX Acquisition Station and one (1) MATCHPOINT Analysis Station for Cartridge Cases.

The total price for the equipment is **US\$ 201,439**. This solution will allow the Customer to collect 2D and 3D images of cartridge case evidence. Correlations will be performed on the NIBIN Correlation Server with the results returned to the Customer site for analysis on the MATCHPOINT Analysis Station for Cartridge Cases.

In an effort to collaborate with the financial implications of such decisions and to support the Customer in maintaining connection to NIBIN, Forensic Technology hereby presents two (2) yearly deferred payment plan options, please see Section 4.1.5.2 for details. It is important to note that such payment options require that the Safeguard Warranty and Protection Plan be effective during the entire payment period. The current Fort Bend County Sheriff's Department SafeGuard Warranty and Protection Plan is set to expire in September 2015.

The total price for this solution also includes the following services:

- On-site survey to ensure the installation site meets space, electrical, environmental and other important requirements
- Decommissioning of existing IBIS equipment and data migration
- On-site installation and start-up by our certified technicians
- On-site training of system users
- One-year warranty covering parts, labor and software upgrades
- Technical hotline, 24 hours a day, 7 days a week
- Travel and living expenses for our installer and instructor
- Shipping charges DDP Customer Premises (Incoterms 2010)

The following sections provide additional details on this proposal, including system overview, conditions of sale, and warranty.

### ***Your Contact at Forensic Technology***

Should you have any questions about this proposal, please do not hesitate to contact **Mrs. Stacy Stern** in Montreal, Canada at telephone number +1 514 489 4247 or via e-mail at [stacy.stern@ultra-ft.com](mailto:stacy.stern@ultra-ft.com).

## 2 About Forensic Technology

Forensic Technology started its operations in January 1991, when Walsh Automation Inc. formed a division dedicated to increasing the effectiveness of forensic science through the application of automation technology. Today, Forensic Technology employs approximately 200 people worldwide from a variety of disciplines, including engineering, forensic science, information technology, law enforcement and security – all engaged in providing ballistic identification and analysis solutions with **IBIS®** (Integrated Ballistics Identification System).

Our company has over 20 years of experience in providing effective solutions, with a highly qualified team of scientists, widely recognized for their depth of knowledge in the field of forensic ballistics, as well as technical expertise in the implementation of extensive national and international information-sharing networks.

In ballistics, Forensic Technology has gained a vast experience in understanding the unique markings left on spent bullets and cartridge cases from thousands of different firearms and ammunition types. We have built a series of robust correlation algorithms capable of sifting through thousands of exhibits to provide prospective matches to firearms examiners. Forensic Technology has also invested heavily in developing automated acquisition techniques and analysis tools that ensure firearm examiners spend their precious time solving crime.

In 2011, Forensic Technology acquired **Projectina AG**, a world leader in the development and manufacture of forensic science products and high-end optical components for over 60 years. Projectina's offerings cover three broad product categories to complement Forensic Technology's core competencies: microscopes, document examination and forensic crime scene products. Projectina AG is a wholly-owned subsidiary of Forensic Technology.

In 2014, Forensic Technology and its subsidiaries were acquired by Ultra Electronics Holdings plc (<http://www.ultra-electronics.com>). Ultra Electronics is an internationally successful defense, security, transport and energy company with a long, consistent track record of development and growth. Ultra businesses constantly innovate to create solutions to customer requirements that are different from and better than those of the Group's competitors. The Group has a broad range of distinct market or technology niches within its many businesses. The diversity of niches enables Ultra to contribute to a large number of platforms and programs and provides resilience to the Group's financial performance.

Forensic Technology has offices in strategic locations around the world to better serve all of our customers. Our offices are located in the following cities:

- **Montreal, Quebec, Canada** (head office and training center)
- **Largo, Florida, USA** (customer support and training center)
- **Dublin, Ireland** (customer support)
- **Pretoria, South Africa** (customer support)
- **Bangkok, Thailand** (customer support)
- **Heerbrugg, Switzerland** (Projectina head office and training center)

Governments around the world depend on Forensic Technology for reliable solutions that assist their public safety agencies solve firearm-related crime and promote a safer society. We

collaborate with hundreds of public safety agencies in nearly 70 countries and territories to provide cost-effective and sustainable solutions.

Forensic Technology has deployed 588 systems at 364 customer sites worldwide including the Royal Canadian Mounted Police (RCMP); the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF); the South African Police Service (SAPS); the Australian Federal Police (AFP); the London Metropolitan Police; and the Netherlands Forensic Institute (NFI). A complete listing of our customers by country and by agency is available below.

Country	Agency	Customer Since	Number of Sites
Afghanistan	Afghan Criminal Techniques Academy and Laboratory	2015	1
Algeria	Direction Générale de la Sûreté Nationale	2002	3
Algeria	Gendarmerie Nationale	2003	1
Angola	Comando Geral Da Policia Nacional	2010	1
Argentina	Policia Federal Argentina	2011	1
Australia	New South Wales (NSW) Police Service	2000	1
Australia	Australian Federal Police (AFP)	2007	1
Australia	South Australia Police	2012	1
Australia	Queensland Police Service	2013	1
Australia	Western Australia Police Forensic Division	2014	1
Australia	Northern Territory Police, Fire and Emergency Services	2014	1
Australia	Victoria Police Forensic Services	2014	1
Bahamas	Royal Bahamas Police Force	2013	1
Barbados	Royal Barbados Police Force	2012	1
Belgium	Institut National de criminologie et criminalistique	2002	1
Belize	National Forensic Science Service	2012	1
Botswana	Botswana Forensic Laboratory	2013	1
Brazil	Secretaria de Segurança Pública de Espírito Santo	2001	1
Brazil	Instituto de Criminalística Carlos Éboli	2002	1
Brazil	Instituto de Criminalística Afrânio Peixoto	2007	1
Bulgaria	Ministry of Interior - Forensic Laboratory	2005	1
Canada	Royal Canadian Mounted Police	2002	2
Canada	Laboratoire science judiciaire et médecine légale	2003	1
Canada	Centre of Forensic Science	2003	1
Canada	Calgary Police Service	2011	1
Chile	Policía de Investigaciones de Chile	2003	2
Chile	Carabineros de Chile	2014	1
Colombia	Fiscalía General de la Nación	2000	2
Colombia	Departamento Administrativo de Seguridad (DAS)	2001	1
Colombia	Instituto de Medicina Legal	2001	2
Colombia	Policía Nacional DIJIN	2001	1
Costa Rica	Organismo de Investigación Judicial	2012	1
Croatia	Forensic Science Center of Croatia	2007	1
Curacao	Curaçao Police Force	2005	1
Denmark	National Center of Forensic Sciences	2001	1
Dominican Republic	Policía Nacional	2007	1
Ecuador	Policía Nacional del Ecuador	2009	2

Country	Agency	Customer Since	Number of Sites
El Salvador	Policía Nacional Civil	2007	1
El Salvador	Ministerio de la Defensa Nacional	2008	1
England	London Metropolitan Police	2005	1
England	West Midlands Police	2007	1
England	Greater Manchester Police	2007	1
Greece	Hellenic Police	1997	2
Guatemala	Instituto Nacional de Ciencias Forenses (INACIF)	2010	1
Guatemala	Policia Nacional	2011	1
Guatemala	Direccion General de Control de Armas y Municiones (DIGECAM)	2011	1
Honduras	Honduras National Police	2009	1
Honduras	Ministerio Publico	2013	1
Hong Kong	Hong Kong Police	1998	1
India	CFSL, Ministry of Home Affairs	2004	3
India	Directorate of Forensic Science, State of Gujarat	2006	1
India	Directorate of Forensic Science Laboratories, State of Maharashtra	2009	2
Iraq	Kurdistan Region Erbil Criminal Evidence Laboratory	2012	1
Ireland	An Garda Síochana	2008	1
Israel	Israel Police	1998	1
Italy	Carabinieri	2001	4
Italy	Polizia di Stato	2003	4
Jamaica	Jamaican Constabulary Force	2006	1
Jamaica	Firearms Licensing Authority	2006	1
Jordan	Public Security Department - Forensic Science Laboratory	2013	1
Kenya	Kenya Police	2001	1
Kosovo	Kosovo Forensic Laboratory	2010	1
Kuwait	Kuwait Police	2007	1
Lesotho	Lesotho Mounted Police Service	2013	1
Macedonia	Ministry of Interior - Forensic Department	2007	1
Malaysia	Royal Malaysian Police	2010	4
Mexico	Procuraduría General de Justicia del Distrito Federal	2000	1
Mexico	Procuraduría General de la República (PGR)	2003	11
Mexico	Procuraduría General de Justicia del Estado de Nuevo León	2008	1
Mexico	Procuraduría General de Justicia del Estado de México	2009	1
Mexico	Procuraduría General de Justicia del Estado de Chihuahua	2009	2
Mexico	Procuraduría General de Justicia del Estado de Nayarit	2009	1
Mexico	Procuraduría General de Justicia del Estado de Tamaulipas	2009	1
Mexico	Secretaría de Seguridad Pública	2009	1
Mexico	Procuraduría General de Justicia del Estado de Aguascalientes	2010	1

Country	Agency	Customer Since	Number of Sites
Mexico	Procuraduria General de Justicia del Estado de Baja California	2010	1
Mexico	Procuraduria General de Justicia del Estado de Durango	2010	1
Mexico	Procuraduria General de Justicia del Estado de San Luis Potosi	2011	1
Mexico	Policia Federal Mexicana	2011	1
Mexico	Procuraduria General de Justicia del Estado de Guanajuato	2011	1
Mexico	Procuraduria General de Justicia del Estado de Queretaro	2012	1
Mexico	Procuraduria General de Justicia del Estado de Sonora	2012	2
Mexico	Procuraduria General de Justicia del Estado de Baja California Sur	2012	1
Mexico	Procuraduria General de Justicia del Estado de Yucatan	2012	1
Mexico	Procuraduria General de Justicia del Estado de Michoacán de Ocampo	2012	1
Mexico	Procuraduria General de Justicia del Estado de Chiapas	2012	2
Mexico	Procuraduria General de Justicia del Estado de Quintana Roo	2012	1
Mexico	Procuraduria General de Justicia del Estado de Jalisco	2012	1
Mexico	Procuraduria General de Justicia del Estado de Zacatecas	2012	1
Mexico	Procuraduria General de Justicia del Estado de Campeche	2012	1
Mexico	Procuraduria General de Justicia del Estado de Hidalgo	2012	1
Mexico	Procuraduria General de Justicia del Estado de Sinaloa	2012	1
Mexico	Procuraduria General de Justicia del Estado de Guerrero	2012	1
Mexico	Procuraduria General de Justicia del Estado de Puebla	2012	1
Mexico	Procuraduria General de Justicia del Estado de Veracruz	2013	1
Mexico	Procuraduria General de Justicia del Estado de Tlaxcala	2013	1
Mexico	Procuraduria General de Justicia del Estado de Morelos	2013	1
Mexico	Procuraduria General de Justicia del Estado de Coahuila	2013	1
Mexico	Procuraduria General de Justicia del Estado de Oaxaca	2014	1
Mexico	Procuraduria General de Justicia del Estado de Colima	2015	1
Morocco	Police Technique et Scientifique, Surete Nationale	2009	1
Namibia	The National Forensic Science Institute of Namibia	2010	1
Netherlands	Netherlands Forensic Institute	2006	6
Norway	KRIPOS	2001	1
Oman	Royal Oman Police	2010	1
Pakistan	Forensic Division	2014	1
Panama	Policía Técnica Judicial	2006	1
Paraguay	Policia Nacional	2013	1
Peru	Policia Nacional	2012	3
Philippines	Philippines National Police	2010	1
Portugal	Policia Judiciaria de Portugal	2004	1
Portugal	Policia de Seguranca Publica	2013	1
Puerto Rico	Puerto Rico Police	1995	1

Country	Agency	Customer Since	Number of Sites
Qatar	Forensic Science Laboratory, Ministry of Interior	2008	1
Romania	General Inspectorate of Romanian Police	2006	1
Saudi Arabia	Saudi Ministry of Interior	2001	15
Scotland	Police Scotland	2008	1
South Africa	South African Police Service	1997	4
Spain	Dirección General de la Policía Nacional	1999	1
Spain	Dirección General de la Guardia Civil	1999	1
Swaziland	Royal Swazi Police	2009	1
Sweden	Swedish Forensic Center	2001	1
Taiwan	Criminal Investigation Department	1998	1
Thailand	Royal Thailand Police	1994	2
Trinidad & Tobago	Forensic Science Center, Ministry of National Security	2004	1
Turkey	Turkish Police	1997	3
United Arab Emirates	Dubai Police Force	2009	1
United Arab Emirates	Abu Dhabi Police	2009	1
United States	Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF)	1993	128
United States	Broward Sheriff's Office	2009	1
United States	New York State Police Forensic	2001	1
United States	Suffolk County Crime Laboratory	2013	1
United States	Erie County Central Police Services Forensic Laboratory	2013	1
United States	Monroe County Crime Laboratory	2013	1
United States	Onondaga County Center for Forensic Sciences	2013	1
United States	Westchester County Police Department	2013	1
United States	West Virginia University	2004	1
United States	Phoenix Police Department	2007	2
United States	West Palm Beach County Sheriff's Office	2007	1
United States	Marion County Forensic Services	2009	1
United States	Sacramento Police Department	2009	1
United States	Seminole County Sheriff's Office	2011	1
United States	FDLE Tampa	2011	1
United States	Bergen County	2012	1
United States	Stockton County	1999	1
United States	FDLE Jacksonville	2012	1
United States	Dallas Police Department	2012	1
United States	Virginia Department of Forensic Science	2012	0
United States	Chicago Police Department	2012	1
United States	Pennsylvania State Police	2012	2
United States	Boston Police Department	2013	1
United States	San Bernardino County Sheriff's Office	2013	1
United States	Somerset County	2013	1
United States	FDLE Tallahassee	2013	1

Country	Agency	Customer Since	Number of Sites
United States	Knoxville Police Department	2013	1
United States	Mesa Police Department	2013	1
United States	Ventura County Sheriff's Office	2013	1
United States	Montgomery County Police Department	2013	1
United States	Long Beach Police Department	2013	1
United States	Baltimore County Police Department	2013	1
United States	San Diego Police Department	2013	1
United States	Virgin Islands Police Department	2004	1
United States	Oklahoma State Bureau of Investigation	2001	1
United States	Fort Bend County Sheriff's Department	2000	1
United States	Metro-Nashville PD	1996	1
United States	New Orleans PD-SCID	1996	0
United States	New York PD	1995	0
United States	Wisconsin State Crime Laboratory	2013	1
United States	Federal Bureau of Investigation (FBI)	2013	1
United States	Valdosta-Lowndes Regional Crime Laboratory	2013	1
United States	Alameda County	2014	1
Venezuela	Cuerpo de Investigaciones Científicas, Penales y Criminalísticas (CICPC)	1998	3
Venezuela	Compañía Anónima Venezolana de Industrias Militares (CAVIM)	2006	1
<b>Total Number of IBIS Sites Around the World</b>			<b>364</b>

### 3 Overview of IBIS TRAX-HD3D System Components

Forensic Technology offers modular and scalable ballistic identification solutions that cater to the needs of Customers. We provide a series of system components that, when interconnected via an Ethernet Local Area Network (LAN) or Wide Area Network (WAN), create the required system.



Below is a list of the system components for the proposed system. A functional description of each component follows.

- BRASSTRAX Acquisition Station
- MATCHPOINT Analysis Station for Cartridge Cases

### 3.1 BRASSTRAX Acquisition Station

BRASSTRAX is the cartridge case-imaging component of the IBIS TRAX-HD3D product family. It digitally captures the areas of interest from the head of a cartridge case in 2D and 3D, offering considerable impression detail and multiple viewing perspectives.

BRASSTRAX is designed as a user-friendly, automated system that can be operated by law enforcement personnel who have minimal specialized training.

BRASSTRAX is equipped with cutting-edge 3D technology that allows the capture of high-definition 3D topography at the micrometer level, in addition to the high-resolution 2D images that are compatible with images from previous IBIS versions. This 3D technology was custom-designed by Forensic Technology to provide optimal performance for the specific characteristics of cartridge cases.

BRASSTRAX uploads the acquired data to the Data Concentrator, which processes it for correlation by the Correlation Server.

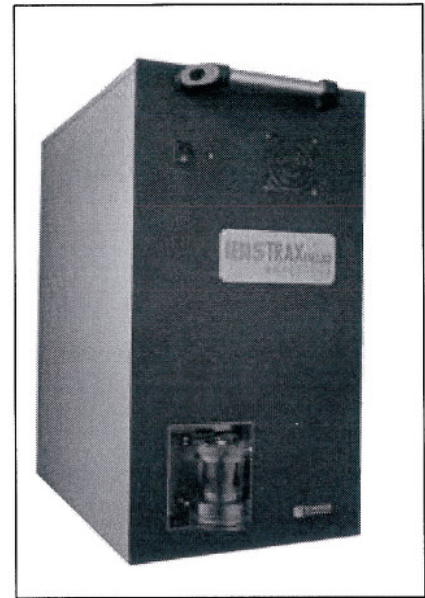


Figure 1 – BRASSTRAX Acquisition Station

#### Features

- Management of case, cartridge case exhibit, and firearm exhibit information
- Automated capture of the primer area, including breech face mark, centerfire firing pin impression, in 2D and 3D, as well as the complete head stamp
- Semi-automated capture of ejector mark and rim fire firing pin impression, in 2D and 3D
- Multiple light sources, including the patented IBIS ring light
- Multiple magnification levels
- Support of all calibers ranging from 0.17 to 0.50 and from 410 bore to 10 gauge for shot shells
- Superior 2D image quality and 3D data precision for greater correlation accuracy and optimal visual comparison capabilities
- Automated positioning, focus, lighting, and region-of-interest outlining
- Automated flow back and washout detection and correction
- Automated self-test and adjustment
- Automated acquisition reduces operator variability and ensures consistent image quality for optimal comparison performance
- Hands-off operation allows multitasking
- Minimal user training and expertise to operate
- Detailed online help and user guides

### 3.2 MATCHPOINT Analysis Station for Cartridge Cases

MATCHPOINT is the comparative analysis component of the IBIS TRAX-HD3D product family. It is the expert's analysis station for reviewing the potential match results returned by the Correlation Server. It provides dynamic 2D and 3D visualization tools enabling firearm examiners to make faster and more informed comparison conclusions.



Figure 2 – MATCHPOINT Analysis Station

An extensive array of viewers and functions assist with the identification of similar candidates. High-level analysis of correlation results and visual comparisons allow for the rapid elimination of non-matches. Powerful in-depth visualization tools provide capabilities far beyond those of the conventional comparison microscope, and make it easier to recognize high-confidence matches.

The work done using MATCHPOINT significantly increases the identification success rate, and decreases the effort required for ultimate confirmation on a conventional comparison microscope.

#### Features

- Display of independent scores for each correlated region of interest's 2D image type and 3D topography
- Ability to view a graphical representation of the correlation results, to expedite analysis
- Ability to view correlation results and images in a tile-screen mode to simultaneously display multiple cartridge case images
- Ability to compare exhibit pairs in a side-by-side mode for in-depth analysis, similar to the experience of using a comparison microscope, with many controls and tools
- Optimal viewing of surface markings with the adjustable combination of 2D and 3D, offering new perspectives and revealing useful shape and marking information
- 3D rendering allowing the operator to simulate different light conditions and surface compositions after the acquisition process
- Display of the 3D topography as a depth scale image
- Combination of the enhanced surface markings and the realistic shape makes it easier to locate and emphasize significant markings
- Display of an all-in-focus image of a cartridge case's primer area with every point in perfect focus on a single image, for easier visual comparisons
- Cross-section profiles
- Ability to manage and link potential matches and positive identifications
- Ability to handle cartridge case images acquired by IBIS Heritage, IBIS TRAX-3D, and IBIS TRAX-HD3D acquisition stations.
- Ability to connect to more than one Data Concentrator
- Ability to manually view and compare all exhibits in the IBIS database

- Ability to export images, reports, and side-by-side views
- Ability to generate standard and customizable reports
- Ability to create manual correlation requests
- Color printing of reports, information screens, viewer screens, and results

### **3.3 Networking**

IBIS features networking capabilities using the TCP/IP communications protocol. An IBIS network is fully compliant with industry standards for communication services such as SDSL, cable, satellite, and Ethernet.

The implementation of a network will extend the features of IBIS across a nation and beyond its borders. Some of these features include:

- A shared Correlation Server and Data Concentrator;
- Quickly share information across jurisdictions without depending on human intervention to transfer data;
- Automatic correlation of newly acquired exhibits against an IBIS database, which could be based on geographical regions, with regional and national coverage;
- Ability to request that a manual correlation be performed against a specific database subset that may differ from that of the automatic correlation request;
- Update of common data to ensure data synchronization at all IBIS sites;
- Image transfer from any site to any site for comparison purposes;
- Generation of statistical and data reports from any analysis station on the network.

Please refer to section 6.4.4 *Communications Lines for Providing Remote Technical Support and Networking IBIS Systems* for complete details on the required communications lines.

**NOTE:** ATF will be fully responsible for the provision, maintenance and financing of all telecommunication lines.

### **3.4 IBIS Heritage and IBIS TRAX Compatibility**

#### **3.4.1 Correlation Server**

In order for the Customer to take advantage of the 3D technology, an upgrade of the existing IBIS Correlation Server is required as the BULLETRAX Acquisition Station operates only with the latest generation of IBIS Correlation Server based on Intel® processing technology.

When upgrading the IBIS Correlation Server, Forensic Technology will replace the existing server hardware with new-generation server hardware (see Section 6.4.1 for server footprint), transfer the data and the software programs to the new server, update the software programs if required, and decommission the existing server.

The new generation of IBIS Correlation Servers offers many advantages, as listed below:

1. State-of-the-art hardware servers using Intel-processor technology;
2. Better performance and faster data processing using multi-thread programming and distributed processing;

3. Easy expansion and scalability;
4. Fault tolerance whereby if one processor fails, the Correlation Server will continue operations using the available processor;
5. Hot swapping of critical components for minimal down-time;
6. Greater support of latest software applications, including operating systems and antivirus software.

### **3.4.2 Data Compatibility**

**IBIS Heritage systems are compatible with IBIS TRAX (-3D and -HD3D) systems.** They can coexist within the same network and share data. The full scope of IBIS Heritage functionality is supported by IBIS TRAX since BRASSTRAX generates compatible 2D cartridge case images and signatures for Breech Face, Centerfire Firing Pin, Ejector, and Rimfire Firing Pin regions-of-interest, and BULLETTRAX generates compatible 2D bullet images and signatures of Land-Engraved-Areas (LEAs). Correlation is performed across all exhibits regardless if they originate from IBIS Heritage or IBIS TRAX. Visual comparisons can be performed on a combination of IBIS Heritage and IBIS TRAX exhibits.

Additional features and functionality that are only available on IBIS TRAX-HD3D, such as 3D and Full Headstamp images of cartridge cases, as well as bullet LEA and GEA images, in 2D and 3D, do not affect IBIS Heritage operations and functionality.

### **3.4.3 Data Migration**

As IBIS Heritage systems are replaced with IBIS TRAX-HD3D systems, the existing IBIS Heritage data will be migrated to a Data Concentrator to ensure IBIS continuity. A data transfer will be done from the IBIS Heritage acquisition station to a Data Concentrator in order to maintain the availability of the existing data for correlation and quality control. This transfer will involve a data conversion to the IBIS TRAX format. The migrated IBIS Heritage data can be subsequently edited using MATCHPOINT. However, if images need to be re-acquired, the Customer would need to re-create the case and exhibit on an IBIS TRAX-HD3D acquisition station and re-acquire the images. The quantity of migrated data will reduce the storage capacity of the Data Concentrator.

## 4 Pricing and Standard Terms

This section delineates our prices.

Item	Description	Unit Price	Qty	Price (USD)
1.	<b>BRASSTRAX Acquisition Station</b>	\$135,943	1	\$135,943
2.	<b>MATCHPOINT Analysis Station for Cartridge Cases</b>	\$62,796	1	\$62,796
3.	<b>Services</b> include site survey, installation and commissioning, on-site training for four students, and <b>one-year warranty</b> for items 1 and 2 above. Travel and living expenses for our installer and instructor are included.	n/a	1 lot	Included
4.	Shipping and handling charges DDP Customer Premises (Incoterms 2010)	\$2,700	1 lot	\$2,700
<b>TOTAL (US Dollars)</b>				<b>\$201,439</b>

### Optional Item

5.	One (1) year SafeGuard Extended Warranty & Protection Plan for items 1 and 2 above (following the one-year warranty period)	\$23,750 per annum
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### NOTES:

- After decommissioning the existing IBIS Heritage system, Forensic Technology may, with the Customer's authorization, ship some of its components to its facilities. The Customer will be responsible for the disposal of the remaining IBIS Heritage components.
- All prices are subject to change without notice after the expiration date stated in section 4.1.2.
- Except for levies related to the importation of goods (import duties and custom clearance fees), any taxes, charges or assessments of any nature levied by any governmental authority are for the Customer's account.
- With deferred payment plans, a Safeguard Warranty and Protection Plan is required to be effective during the entire payment period. As such, SafeGuard Extended Warranty and Protection Plan amounts for items 1 and 2 above have been included in the deferred payment options (please refer to section 4.1.5.2).

### 4.1 Standard Terms

#### 4.1.1 Currency

All prices are quoted in United States Dollars.

#### 4.1.2 Offer Validity Period

This offer expires on December 31, 2015.

#### 4.1.3 Delivery

The delivery of the equipment will be within 120 days after receipt of order and down payment.

#### 4.1.4 Shipping

The equipment will be shipped DDP Customer Premises (Incoterms 2010).

#### 4.1.5 Payment Terms

##### 4.1.5.1 Standard Payment Terms

Forensic Technology's terms of payment are 100% net 30 days after shipment.

##### 4.1.5.2 Deferred Payment Terms

Forensic Technology offers the Customer the option of deferred payments. Two (2) options are offered in this proposal: three-year or four-year payment plans. Under these options, the charges to the Customer include the following:

- Purchase price of the equipment;
- Annual SafeGuard Warranty and Protection Plan. Please also refer to Note 2 below.

The payments are required yearly, at the beginning of the contract, and each anniversary thereafter, depending upon the option chosen.

In the event the Customer selects this payment option, Forensic Technology retains the right to retrieve the equipment if the Customer defaults on its payment obligations. Any costs to Forensic Technology for recuperating the equipment will be for the account of the Customer. As well, as termination fees, Forensic Technology is entitled to charge the Customer a penalty representing 25% of the payments that would have been made for the remainder of the deferred payment period.

##### Option 1: Three-Year Deferred Payment Plan

Payment Schedule	Amount (USD)
With purchase order	\$82,308
One (1) year after date of purchase order	\$82,308
Two (2) years after date of purchase order	\$82,308
<b>TOTAL (US Dollars)</b>	<b>\$246,924</b>

##### Option 2: Four-Year Deferred Payment Plan

Payment Schedule	Amount (USD)
With purchase order	\$67,014
One (1) year after date of purchase order	\$67,014
Two (2) years after date of purchase order	\$67,014
Three (3) years after date of purchase order	\$67,014
<b>TOTAL (US Dollars)</b>	<b>\$268,056</b>

**NOTES:**

1. Unless the Customer requires a change of scope, the total price for the three-year deferred payment plan option shall not exceed US\$246,924.
2. Unless the Customer requires a change of scope, the total price for the four-year deferred payment plan option shall not exceed US\$268,056.
3. For the deferred payment options, the Customer is required to maintain a valid Safeguard agreement until completion of the payment schedule. As such, deferred payment fees detailed above include annual SafeGuard Warranty values:
  - Option 1: Includes two (2) years of SafeGuard (US\$22,743 per year) over and beyond the standard one-year warranty for the equipment included in this offer, for a total Warranty coverage of three (3) years.
  - Option 2: Includes three (3) years of SafeGuard (US\$22,206 per year) over and beyond the standard one-year warranty for the equipment included in this offer, for a total Warranty coverage of four (4) years.
4. The equipment purchase can be finalized at any time during the deferred payment period.

#### **4.1.1 Property Title and Risk of Loss**

With the exception of Default Payment situations, title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

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

With the exception of income taxes and extraordinary storage fees, any taxes, duties, and other charges related to customs clearance and importation of the goods are for the account of Forensic Technology.

#### **4.1.3 Connection to NIBIN**

This offer is subject to ATF granting the Customer membership to NIBIN through a Memorandum of Agreement (MOA) between the two parties.

## 5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English at the Customer site. **If the students are not already ATF-certified NIBIN users, they will have to pass an ATF competency test in order to be granted access to NIBIN by ATF.**

### 5.1 On-Site Basic User Training

The Basic User Training will last five (5) consecutive working days and will be divided into two (2) parts: BRASSTRAX and MATCHPOINT. Each part will be facilitated by one (1) certified instructor and a maximum of four (4) students.

The Basic User Training addresses the following topics:

- System components
- Navigation of GUI
- Case management
- Acquisition protocols
- Interpretation of correlation results
- Image management and analysis
- Hit management
- Reports
- Data backup
- Numerous practical exercises

### 5.2 Coaching

Following the Basic User Training course, Forensic Technology will assign an instructor to the newly trained operators to answer questions arising from the use of the IBIS TRAX-HD3D system. Teleconferences or webinars can be scheduled to address a group of students, or alternatively individual students can call or send e-mails to the instructor.

### 5.3 On-Site Follow-Up Training

After the newly trained operators have accumulated several months of experience with the IBIS TRAX-HD3D system, Forensic Technology will send an instructor to the Customer site for Follow-Up Training. This training will last three (3) consecutive working days and will be facilitated by one (1) certified instructor and a maximum of four (4) students.

The Follow-Up Training session will address the following topics:

- Assessment of user's acquisition and analysis techniques
- Assessment of existing data entries
- Review of acquisition protocols
- Coaching on specific tasks and functions

### 5.4 Post-Training Support

Once all training courses have been completed, system operators can continue contacting Forensic Technology instructors for post-training support. This service is available via telephone or e-mail and as long as the equipment is under warranty or covered by the SafeGuard Extended Warranty and Protection Plan.

## **5.5 Equipment and Student Availability**

During the on-site training course(s), the system and the students must be made available to the instructor for the required number of working days.

**NOTE:** If equipment and/or student availability is restricted for any reason and results in the requirement for the instructor to extend his stay and/or return on-site at a later date to complete the training, all additional expenses for the instructor pertaining to such event(s) will be for the Customer's account.

## **5.6 Training Procedure**

In order to maximize the training experience, the following procedure must be followed:

1. The student(s) must commit to attend each of the number of days of their training course.
2. At the end of the Basic User Training session, the student's abilities will be assessed by the instructor.
3. Following the Basic User Training session, students should begin acquiring specimens in the workplace almost immediately in order to refine their newly learned skills and obtain high-quality acquisitions.
4. Forensic Technology requires, at minimum, 60 calendar days of notice to book a training session. Any training session booked within lesser lead-time may be subject to a 10% surcharge on the price of the training session.

## **5.7 Training Manuals**

Students will be given English language training manuals.

## **5.8 Training Policy**

It is Forensic Technology's policy that all system operators be trained by a Forensic Technology certified instructor. Failure by the Customer to adhere to this policy may void all warranties and service agreements.

## 6 System Deployment

### 6.1 Site Survey

The purpose of the site survey is to verify that the sites selected by the Customer for the installation of the system comply with the facility requirements described in section 6.4. Our specialist will travel to each site and will do the following:

- Meet local staff and collect customer contact information.
- Evaluate the physical characteristics of the site:
  - Storage Space: Sometimes system components may need to be stored temporarily prior to installation
  - Building Access: Since some system components are shipped in large crates, Forensic Technology personnel must ensure that the building and the room can accommodate the size of the crates; otherwise, alternate arrangements will need to be made.
  - Floor Space: Assessment of available floor space for the system, including verification of floor surface (carpet, tiles, etc.) and floor stability (vibration)
  - Environmental Factors: Temperature, humidity, dust free environment, and exposure to direct sunlight
  - Assessment of available equipment (e.g., forklift) to carry the crates
- Determine the availability of laboratory personnel on whom our installer can call upon if needed and become aware of the laboratory working hours and other pertinent information.
- Evaluate the available communication methods (SDSL), as well as the quality and stability of the AC power.

Upon completion of the site survey, Forensic Technology will submit to the Customer a written report. This report will outline instructions and recommendations that the Customer needs to carry out to ensure the site is ready to receive the system.

**NOTE:** If, at installation time, one or more sites do not fully meet our facility requirements, and our technician has to return on-site or extend his visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be charged to the Customer.

### 6.2 Equipment Transport and Delivery

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for the following:

- Supplying suitable off-loading facilities, forklift, dolly, and other moving equipment
- Preparing the room where the equipment will be located, including the provision of suitable electrical power and communication lines (refer to section 6.4 below)

- Insuring the room where the equipment will be located is air-conditioned, has a room temperature between 20 and 26 degrees Celsius (68 to 78 degrees Fahrenheit) with a relative humidity between 40 and 70%
- Providing access to the installation site, including access during off-hours if so required

## **6.3 Storage Requirements**

In the case where the delivered system(s) will be kept in storage prior to installation, the storage facility will need to meet the requirements described below.

### **6.3.1 Storage Facility**

While in storage, Forensic Technology products must remain crated in their shipping crates. These crates must be stored in a storage facility that is well protected against extreme weather conditions and that has a clean and controlled environment. Extreme cold, high temperatures, high humidity, and the presence of dust and corrosive elements in the air all affect the life expectancy of our products.

### **6.3.2 Temperature**

The temperature of the storage facility must be maintained between 10°C (50°F) and 35°C (95°F) with humidity from 30% - 60%. Temperatures that are too low should also be avoided; temperatures lower than 0°C (32°F) may actually harm the material and shorten, rather than extend, life expectancies. Rapid temperature changes are also undesirable as they introduce stresses.

### **6.3.3 Vibration**

The storage facility cannot be subject to vibrations. Any vibration near our products can cause potential damage to the mechanical and computerized systems.

### **6.3.4 Battery Storage**

Batteries should be kept at 20°C (68°F) for optimum battery storage and at 0 to 95% non-condensing relative humidity. It is very important to note that these batteries need to be recharged after 4 to 6 months of storage in order to keep their life expectancy and functionality. Batteries that fail to comply with these requirements will not be efficient when connected to the UPS and will require replacement.

**NOTE:** Batteries contain heavy metals such as mercury, lead, cadmium, and nickel, which can contaminate the environment when batteries are improperly disposed of. Please refer to the country regulations regarding battery disposal.

## **6.4 Guidelines for Installation Site**

Forensic Technology will provide the Customer with the formal facility requirements document prior to the start of the project.

### 6.4.1 Footprint

The Customer will need to provide a room with sufficient space to house the IBIS TRAX-HD3D system components: BRASSTRAX and MATCHPOINT.

The footprint required for each major IBIS TRAX-HD3D component is detailed below:

- **BRASSTRAX™ Acquisition Station**

The BRASSTRAX™ Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" (231 cm) x D97" (247 cm) x standard room height.

- **MATCHPOINT Analysis Station**

The MATCHPOINT Analysis Station comprises a computer and a printer. The computer rests on a work desk and the printer on a table, which are to be supplied by the Customer. Both the work desk and table need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" (231 cm) x D97" (247 cm) x standard room height.

### 6.4.2 Power Source Requirements

Equipment	Power Source Requirement	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station with computer and monitor	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	2000 VA	4700
MATCHPOINT Analysis Station for Cartridge Cases	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	2500
MATCHPOINT Printer	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	

### 6.4.3 Environment

Air conditioning is mandatory. The Customer must maintain the temperature of the room(s) housing the system between 20 to 26 degrees Celsius (68 to 78 degrees Fahrenheit) with a relative humidity between 40 and 70% at all times.

Forensic Technology recommends that the system be installed in a climate-controlled location with a relatively dust-free operating environment. Carpeting is not recommended.

### 6.4.4 Communications Lines for Providing Remote Technical Support and Networking IBIS Systems

The Customer will have to furnish the communications lines needed for Forensic Technology to provide remote technical support and, if necessary, for networking with other IBIS Systems.

For remote technical support, the Customer must provide and maintain one dedicated telephone line and one high-speed Internet line (see specifications below). It is also recommended that the Customer have available one dial-up modem line to be used as a backup

link when the high-speed Internet line is non-functional. Dedicated communications lines are required to satisfy security and bandwidth concerns.

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

Specifications for High-Speed Internet Line	
Type (in order of preference)	<ol style="list-style-type: none"> <li>1. Direct uncontended Internet connections (e.g., E1 or T1 leased line to the Internet)</li> <li>2. Long range (or Metro) Ethernet</li> <li>3. A spare public IP address from the customer's own corporate network</li> <li>4. Business Grade SDSL (i.e., preferably with a high quality Internet service provider (ISP) service level agreement (SLA) and not more than 10:1 contention ratio)</li> <li>5. Cable</li> <li>6. Satellite</li> <li>7. ADSL: This is the least preferred choice that should be selected only if no other options are available.</li> </ol>
Service Level Agreement	95% availability recommended to ensure optimal network performance and high-quality service
Line Speed for Standalone System	Minimum of 512 kbps download and upload, with contention ratio of not more than 20:1
Line Speed for Network of Systems	Minimum of 1 Mbps download and upload, with contention ratio of not more than 10:1
IP Address	Fixed Public Ethernet IP address (PPPoA can be supported if only an ATM circuit is available)
IP Address Assignment	Statically configured or dynamically assigned (but IP address must not change)
Grade	Business grade with support for IPsec VPN protocol
Physical Connection	Ethernet RJ-45
Other Requirements	<ul style="list-style-type: none"> <li>▪ Provide Forensic Technology with Fixed Public IP address, Subnet Mask value, Gateway value, and DNS address.</li> <li>▪ The service provider equipment (e.g., modem) must <b>not</b> be configured with any security (i.e., no firewall) or NAT (Network Address Translation).</li> <li>▪ The provision of an analog, dial-up modem line is recommended. It will be used as a backup to the high-speed internet line in case the latter becomes non-functional.</li> <li>▪ Grant Forensic Technology authorization to contact the service provider directly to resolve any technical issues that may arise with the high-speed Internet line.</li> </ul>

**NOTE:** ATF will be fully responsible for procuring, furnishing and financing all communications lines. Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communications lines.

### 6.4.5 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- The maximum distance between system components on the LAN is 100 meters when CAT 5E or CAT 6 cabling terminated with RJ-45 connectors is being used. For longer distances, repeaters must be installed.
- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m / 100', Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN. This labor will be limited to performing work on Forensic Technology components.

If there is one or more system components to be installed in the same building but at different locations (i.e. not in the same room, floor), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m / 79" of the component.

## **6.5 Installation**

The installation of the system at the Customer-prepared site will be concluded within **two (2) consecutive working days**.

## **6.6 On-Site Acceptance**

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer, which is addressed under paragraph 4.1.5.1 herein.

## 7 SafeGuard Warranty and Protection Plan

The proposed solution includes a **one-year, wide-coverage warranty** (parts and labor) that commences upon the successful completion of the on-site Test Procedure (refer to section 6.6), or three months from the date of shipment, whichever comes first.

**NOTE:** With deferred payment plan options, a Safeguard Warranty and Protection Plan is required to be effective during the entire payment period. As such, SafeGuard Extended Warranty and Protection Plans for the equipment offered in this proposal have been included in the deferred payment fees (please refer to section 4.1.5.2).

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS TRAX-HD3D system at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's technology investment that, in turn, results in the benefits provided by an effective and sustainable solution.

Following the expiration of the one-year standard warranty, Forensic Technology offers Customers its SafeGuard Extended Warranty and Protection Plan. Forensic Technology strongly recommends that Customers invest in SafeGuard to protect their assets in subsequent years.

The contract value of SafeGuard for follow-on years represents a percentage per annum of the purchased equipment list price. Fees for subsequent years will be indexed annually.

### 7.1 Services

Our standard warranty and SafeGuard plan provides Customers with the following services:

#### 7.1.1 Support Center

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

- Customer and technical support (help desk) via telephone and/or e-mail
- 24/7 telephone hot line with callback within one hour
- Dedicated toll-free telephone number: 1-877-558-7298
- Internet e-mail address: [fti.support@ultra-ft.com](mailto:fti.support@ultra-ft.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 one hour.

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

## 7.1.2 Technical Support

Forensic Technology provides technical support to diagnose and resolve problems.

These support tasks are performed using communication channels provided by both Forensic Technology and the customer in the following sequence:

1. Telephone and emails: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. Remote support: This method is used in the vast majority of incidents to ensure a fast resolution by using a connection to the customer site using the service communication lines (please refer to section 6.4.4). Remote support has the added benefit that resolution can be pursued 24/7 by Forensic Technology personnel around the world, including product experts and developers.
3. On-site remedial visit: This is the method used as a last resort because of the travel time and limited resource effectiveness. This approach involves traveling to site to diagnose and resolve the incident (please refer to section 7.1.7). Typically, once on site Forensic Technology personnel will have a limited number of communication channels and no possibility for Forensic Technology expert to connect and assist. In some instances, a second or third visit (with spare parts for repairs) may be required to come to a full resolution, meaning further delays.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines.

The Customer will be notified on how long it will take to correct the problem. Whenever possible, an initial solution will be provided. Materials and/or a support technician on-site will be provided, as required, in a timely manner. Please refer to our Service Level Objective in Section 7.1.2.

## 7.1.3 Proactive Support Services

To maximize system availability, and as part of our process to continually improve services offered to our customers, Forensic Technology offers the customer proactive remote monitoring of system properties and configuration data collection services on the installed systems.

Enabling the software to perform these tasks will provide us with information regarding the following:

- CPU usage, percentage of free disk space, percentage of free memory
- Computer uptime
- Database uptime
- Backup success
- UPS status
- Correlation success
- Replication success

When any one or more of the above items are out of the normal tolerance, a message is automatically sent to Forensic Technology's Support Department and a reactive incident is opened. This gives Forensic Technology the opportunity to identify and address computer issues in a much timelier manner. Proactive Support Services include the analysis of system hardware, software properties, and configuration. This allows Forensic Technology to keep its customer systems configuration data accurate and is required prior to and after hardware and software updates. The use of this service does not impact the usage of your equipment.

Customers already receiving this service will continue to receive these benefits and, for those who do not wish to participate, this service will not be enabled.

Regardless of whether the customer has opted for Proactive Support Services, our Support Department will always contact the customer and seek permission to perform any action on the installed IBIS equipment, such as troubleshooting, software upgrades or changes, and data modification.

**NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be first approved by ATF prior to their deployment.**

#### **7.1.4 Maintenance Window**

Forensic Technology will discuss with the customer the implementation of a predetermined maintenance window during which our Support Specialists could establish a connection with the system, thereby not requiring contact or prior permission for each occurrence.

This maintenance window will be outside of the customer's working hours, in order to not interfere with usage of the equipment. Typically, this means the maintenance window would be before 05:00 and after 17:00 local time weekdays and anytime during the weekend. The maintenance windows will be used by Forensic Technology to carry out system maintenance or actions that will have no impact on the usage of the equipment and will not change any of the IBIS data.

Customers who have already agreed to a maintenance window will continue to receive these benefits and for those who do not wish to participate, the current Standard Operating Procedure will remain. The established maintenance window can be modified, suspended or revoked by the customer at any time.

Our Support Department will continue to contact the customer and seek permission to perform any action that may impact usage of the installed IBIS equipment. Examples of such activities include without limitation troubleshooting, software upgrades or changes, and data modification.

#### **7.1.5 Replacement of Defective Hardware**

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. Any product or component, or part thereof so replaced or repaired, will be warranted by Forensic Technology for the balance of the current SafeGuard validity period.

Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.

### **7.1.6 Minor Hardware Upgrades**

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

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

The majority of reported incidents are resolved over the telephone and remotely via the service communication line, **which is furnished and maintained by the Customer**. In the other cases where the diagnostic performed over the telephone and remotely, requires on-site remedial support, Forensic Technology will send a certified field technician 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.

### **7.1.8 Proactive Maintenance**

When delivering on-site remedial support, the Forensic Technology field technician will also perform proactive maintenance on the system to ensure its optimal operation. The field technician will inspect, clean, lubricate, and calibrate the system, and will perform visual and functional verifications. The field technician will also take note of any worn parts that require replacement, either immediately or during a subsequent site visit.

### **7.1.9 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.

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

If the Customer detects and reports an application error (software bug) to our support center, a Software Trouble Report will be issued to Forensic Technology's Engineering department. The

committed turnaround time for replying to a Software Trouble Report is dependent upon the impact of the application error on the Customer's system. For a major problem (one that seriously diminishes the operation of the system), a patch will be implemented on the system as soon as our engineers devise a solution to the problem. For a minor problem (one that does not severely affect the operation of the system), the problem will be addressed and the solution will be implemented in the next software version.

### **7.1.11 Software Upgrades**

By participating in our SafeGuard plan, the Customer's initial software investment is guaranteed to evolve over time. With SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities that have been researched and developed by our dedicated team of scientists, product developers, and law enforcement experts. Software upgrades also address the life cycle management of third-party software including operating systems, database management, and backup software. However, Forensic Technology will upgrade the third-party software supplied with the system (as listed in our records) only if it decides that it is absolutely necessary to keep the system current within a licensed version.

Software upgrades may be released as a service pack update or as part of a major software version release. Forensic Technology deploys software upgrades using the system's service communication line, after receiving approval from the Customer. Database configuration changes may also be performed during the upgrade process. Only sites with the recommended service communication line having the required quality of service can have their software upgraded remotely.

**NOTE:** For systems connected to NIBIN, all software upgrades and patches must be approved by ATF prior to their deployment.

### **7.1.12 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.

### **7.1.13 User Documentation**

Should a software upgrade require changes to the 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.

### **7.1.14 Assistance with Custom Report Templates**

The system includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training, our Global Customer Services department will provide expert technical assistance over the phone to help users create customized report templates.

### **7.1.15 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 standard warranty or SafeGuard plan.

### **7.1.16 Annual Status Report**

During the year, Forensic Technology carries out many activities with users and on the system. Forensic Technology tracks all of these activities with its service management software tool, which allows Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last 12 months and is made available to the Customer in PDF or hard copy format. The report documents interactions with users, proactive calls and visits, remote and on-site corrective maintenance, remote and on-site proactive maintenance, software upgrades, training courses, Customer Care activities, and other events.

### **7.1.17 Service Level Objective**

Forensic Technology strives to achieve excellence in delivering Customer Services. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and customer satisfaction. To reach this goal, Forensic Technology has become ISO certified and has now embarked on an ITIL compliance program and the associated certification program.

For our Customers, this translates into a Service Level Objective of no less than **95 percent system availability**. This objective is for each IBIS TRAX-3D system and is based on a 24/7 operational availability calculated per quarter, to the minute. Scheduled maintenance and system downtime caused by events not under the control of Forensic Technology (called unavailable minutes) are excluded from this calculation.

Definitions:

- System Uptime equals the number of system components at the Customer site multiplied by number of minutes in a quarter.
- System Downtime equals the cumulative number of minutes that each system component was nonoperational during the quarter. System Downtime excludes the time required to perform scheduled maintenance and any other downtime caused by events not under the control of Forensic Technology.

## **7.2 Warranties, Material, Workmanship, and Title**

Forensic Technology warrants to the Customer that all products delivered by Forensic Technology shall be new and free from defects in material, workmanship, and title.

Forensic Technology expressly warrants the products manufactured by it, as meeting the applicable Forensic Technology specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

### **7.3 Discontinuation of SafeGuard**

In the event that the Customer opts out of SafeGuard by early termination or at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply and the Customer will be responsible for any costs required to upgrade the installed technology to the current supported baseline.

### **7.4 Availability Commitment**

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

### **7.5 Customer-supplied Communication Lines**

The maintenance and furnishing of necessary communication lines whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of either the Customer and/or the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to meet its Service Level Objective.

Forensic Technology is not responsible for nonfunctional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by noncompliant communication lines.

## **8 Other Terms of Business**

### **8.1 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.

### **8.2 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.

### **8.3 Termination for Convenience**

Upon written 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, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 45% of the value of the contract. In addition, the customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

### **8.4 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.

## **8.5 Software Licenses**

Please refer to the Annex 1 "Software License Agreement for the IBIS® Family of Products" for the license agreement text that resides on the machine and that the users are required to accept.

# ANNEX 1

## SOFTWARE LICENSE AGREEMENT FOR THE IBIS® FAMILY OF PRODUCTS

License fees for the IBIS® family of products and all software provided with the system are included in the initial purchase price, and are included in any maintenance fee afterwards, for hardware forming part of the initial purchase or purchased as options.

The following license agreement applies to the purchase and use of the IBIS family of products, whether the units are part of the initial purchase or were purchased as options.

### End-User License Agreement

This End-User License Agreement ("Agreement") is entered into by and between Ultra Electronics Forensic Technology Inc. ("Forensic Technology") and you (either as an individual or as a single legal entity, hereinafter referred to as "Licensee"), for the use of Forensic Technology's Integrated Ballistics Identification System (IBIS®) family of products. These products include computer software, the media on which the software is delivered (if any), printed materials, and "online" or electronic documentation ("Software"). By using all or any component of the Software, you and your employer if you are an individual, agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use the Software.

### 1. GRANT OF LICENSE

Forensic Technology hereby grants you a perpetual, limited, non-exclusive, nontransferable, royalty-free license to use Software and associated media and printed materials, if any, and any online or electronic documentation relating thereto solely for your internal business operations. This license is revocable in the event of breach of any condition contained herein. All other rights are reserved to Forensic Technology.

### 2. RESTRICTIONS

The Software is licensed, not sold. Except as expressly provided herein, Licensee may not resell, sublicense, rent, lease, lend, assign or otherwise transfer the Software to a third party. Licensee shall not:

1. reverse engineer, decompile, or disassemble the Software;
2. allow timesharing, service bureau, subscription service, or rental use of any third party software provided with the Software
3. navigate the underlying data schema;
4. access or attempt to access directly any software delivered with the IBIS system other than through the IBIS Software, through prepackaged reports or ad hoc reports that are developed by Forensic Technology.

Licensee further agrees:

1. to prohibit publication of any results of benchmark tests run on third party software provided with the Software;

2. that it will not require the third party or embedded software manufacturers to perform any obligations or incur any liability not previously agreed to between Forensic Technology and such third party or embedded software manufacturer;
3. to permit Forensic Technology to audit the Licensee's use of the Software and report such use to third party or embedded software manufacturers if so required by their license agreements;
4. that a third party or embedded software manufacturer may be designated as a third party beneficiary of this Agreement;
5. if the Licensee is located in the U.S., this transaction excludes the application of the Uniform Computer Information Transactions Act;
6. that Forensic Technology and any third party and/or embedded software manufacturers retain all ownership and intellectual property rights to the programs;
7. that some programs may include source code that a third party embedded software manufacturer may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement;
8. that any data transfer will be done through the IBIS software .

The Licensee shall not knowingly transfer, either directly or indirectly, through donation or otherwise, the equipment and/or Software licensed or delivered under the contract, or any product or part thereof, or service which is a direct product of the equipment or software to any party without the prior written consent of Forensic Technology. Such transfer would cause Forensic Technology to be in breach of its licensing agreements with third party software manufacturers.

### **3. SUPPORT SERVICES**

Provided a valid maintenance contract is in force, support services for IBIS® are supplied to Licensee as detailed under such maintenance contract.

### **4. LIMITED WARRANTY**

Forensic Technology warrants that it will make commercially reasonable efforts to solve any problem issues.

### **5. NO OTHER WARRANTIES**

FORENSIC TECHNOLOGY MAKES NO WARRANTY THAT THE SOFTWARE CONTAINS NO DEFECTS OR WILL RUN ERROR FREE. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LOCAL LAW, FORENSIC TECHNOLOGY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT, AND THE DELIVERY OR THE FAILURE TO DELIVER SUPPORT SERVICES.

### **6. LIMITATION OF LIABILITY**

EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LOCAL LAW, IN NO EVENT SHALL FORENSIC TECHNOLOGY OR ANY THIRD PARTY SOFTWARE MANUFACTURER 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.

## **7. TERM AND TERMINATION.**

Unless this Agreement is terminated under the next sentence, the term of this Agreement shall be perpetual. Without prejudice to any other rights it may have, Forensic Technology may terminate this Agreement by giving notice to you in writing or by electronic communication if you materially breach the terms and conditions of this Agreement.

## **8. GENERAL PROVISIONS**

- 8.1 **LAW TO GOVERN.** This Agreement shall be governed by the laws of Canada.
- 8.2 **ASSIGNMENT OF RIGHTS.** You may permanently assign and transfer all of your rights under this Agreement, provided: (i) you transfer to the recipient the Software and this Agreement, (ii) you retain no copies of the Software; and (iii) the recipient agrees to be bound by the terms and conditions of this Agreement. In the event of permanent assignment and transfer of your rights to another party, you must inform Forensic Technology in writing of such an event, and provide Forensic Technology with the appropriate information on such party.
- 8.3 **TITLES AND SUBTITLES.** The titles and subtitles used in this Agreement are used for convenience only and do not constitute a part of this Agreement.
- 8.4 **SEVERABILITY.** If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 8.5 **NON-WAIVER.** No failure by Forensic Technology to take action on account of any default by you shall constitute a waiver of any such default or of the performance required.
- 8.6 **ENTIRE AGREEMENT.** This Agreement, together with any additional conditions in the contract under which the Products were procured, is the sole agreement between you and Forensic Technology with respect to the subject matter hereof. This Agreement supersedes all prior agreements or discussions between you and Forensic Technology with respect to the Software.
- 8.7 **MODIFICATION.** Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of you and Forensic Technology.
- 8.8 **COMMERCIAL SOFTWARE LICENSES.** Licensee recognizes that IBIS® uses certain commercial software packages, some of which have been purchased by and licensed to Forensic Technology. By using the IBIS product, Licensee is required to accept the transfer of the license agreements and all related terms and conditions of such software programs.  
**US GOVERNMENT RESTRICTED RIGHTS:** this computer software is submitted with restricted rights. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(1) of FAR clause 52.227-14 Commercial Computer Software License (Dec2007) or as otherwise expressly stated in the contract.