SINGLE SOURCE AWARD **BID # SS-0485-17**

Subject: Integrated Ballistics Identification System (IBIS)® TRAX-HD3D™ Solution

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to Ultra Electronic Forensic Technology, Inc., for the purchase of an Integrated Ballistics Identification System (IBIS)® TRAX-HD3D™ Solution for the Jacksonville Sheriff's Office in the total not to exceed amount of $231,863.00.

Funding for this award will be encumbered by account SHPP011ISM-06429 to be executed by Purchase Order.

Single Source Award To: Ultra Electronic Forensic Technology, Inc.

Price Justification: See attached

Total Award: $231,863.00 **Requisition #** N/A

Attachments: Agency Request; Single Source Request; Single Source Document; Vendor's Proposal

Certification as to Sole Source: Ron Lendvay, Director of Investigation & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Steven Burakowski

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 4/2017

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget and Administration

From: Ron Lendvay
Director of Investigation & Homeland Security

Subject: Single Source Award – Ultra Electronic Forensic Technology, Inc., for IBIS®TRAX-HD3D™ Solution

Date: April 26, 2017

The Jacksonville Sheriff's Office is requesting a single source award with Ultra Electronics Forensic Technology, Inc., for an Integrated Ballistics Identification System IBIS®TRAX-HD3D™ Solution. This includes Brasstrax acquisition Station, Matchpoint Analysis Station and PAG800 Stereo Zoom Microscope. The not to exceed expenditure amount is $231,863.00. The funding source is SHPP011ISM-06429. Attached is the single source request, the single source document from Forensic Technology and their proposal. The purchase will be processed via a purchase order.

Please let me know if you need any additional information.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Jacksonville Sheriff's Office

FUNDING SOURCE: SHPP011ISM - 06429

BRIEF DESCRIPTION OF GOODS/SERVICES:

Integrated Ballistics Identification System (IBIS) and Projectina Stereo Zoom Microscope

AMOUNT OF PROJECT (attach quote): $231,863.00

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

IBIS System to include Brasstrax Acquisition Station, Matchpoint Analysis Station for Cartridge Cases and Stereo Zoom Microscope for forensic applications.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Forensic Technology is the only company that can provide their proprietary products, IBIS Brasstrax Acquisition Station and Matchpoint Analysis Station as they use IBISTRAX-HD3D technology encompassing a number of patents. Forensic Technology is the only company that can provide certified instructors for their equipment.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched and Forensic Technology is the only company who can provide the technology to be able to collect 2D and 3D images for cartridge case evidence, to analyze the correlation results and to store it for use with the National Integrated Ballistic Information Network (NIBIN). They also provide 24 hour technical support.

Submitted by: Deidra Baines (Name) Procurement Mgr. (Title)

Date: 4/27/17

Requesting Agency's Director's Signature: FOR DIRECTOR LENNAY/CHIEF [illegible] 6953

Ultra Electronics

FORENSIC TECHNOLOGY
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Côte St-Luc, Québec
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Tel +1 514 489 4247
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Sans Frais/TollFree +1 888 984 4247
www.ultra-forensictechnology.com

March 7, 2017

Jacksonville Sheriff's Office
501 E. Bay Street
Jacksonville, FL 32202

Subject: Sole Source Letter

Dear Sir/Madam:

The IBISTRAX-HD3D products use the IBISTRAX-HD3D technology, encompassing a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary, commercially-sensitive information that is only usable by those employees of **Ultra Electronics Forensic Technology Inc.** (hereinafter referred to as **Forensic Technology**), who have been duly authorized and trained to do so.

Consequently, Forensic Technology is the only company that can provide their proprietary products, IBIS, IBISTRAX-HD3D (BRASSTRAX-3D Acquisition Station and BULLETTRAX-3D Acquisition Station), MATCHPOINT, MATCHPOINT+ and Data Concentrator hardware and software, as well as maintenance, upgrades and service, including data migration, moving and training services pertaining thereto. Furthermore, IBISTRAX-3D and IBISTRAX-HD3D, currently in use in the United States under the ATF NIBIN program, is the only technology that will work on the NIBIN Network, as other technologies are not compatible with the NIBIN Network.

Sincerely,

Brandon Huntley
Manager, Forensic Intelligence Strategy - North America

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Ultra ELECTRONICS | FORENSIC TECHNOLOGY

BUDGETARY PROPOSAL

For an

IBIS® TRAX-HD3D™ SOLUTION

Submitted to the:

Jacksonville Sheriff's Office
501 E. Bay Street
Jacksonville, FL 32202

Attention: **Mr. Eric Fox**
Resident Agent in Charge
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

&

Detective Christie Upton
Jacksonville Sheriff's Office

By:

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

Date: **February 3, 2017**
Our Reference No.: S-05518, Rev. 02

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are exempt from disclosure under the Freedom of Information Act, that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

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1 Executive Summary

Ultra Electronics Forensic Technology Inc. (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Jacksonville Sheriff's Office** (hereinafter referred to as the **Customer**) with this budgetary price quote for options of our latest generation of Integrated Ballistics Identification System (**IBIS**®) and Projectina Stereo Zoom Microscope.

Option	Description	Total Price (USD)
1	- One (1) BRASSTRAX™ Acquisition Station - One (1) MATCHPOINT™ Analysis Station for Cartridge Cases	**$203,000**
2	- One (1) BRASSTRAX™ Acquisition Station	**$141,000**
3	- One (1) PAG800 Stereo Zoom Microscope for forensic applications	**$5,113**

The BRASSTRAX Acquisition Station and the MATCHPOINT Analysis Station will allow the Customer to respectively collect 2D and 3D images of cartridge case evidence and analyze the correlation results. The captured images will be stored on a remote NIBIN-IBIS Data Concentrator and subsequently correlated on a remote NIBIN-IBIS Correlation Server. **As such, this proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A Memorandum of Agreement (MOA) between the two agencies must be in place.**

For option 2, it is assumed that the analysis of the correlation results will be performed at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.

Option 3 offers a high-resolution stereo-zoom microscope that can be used by the Customer to perform triage of ballistic evidence and other analysis requiring high magnification. Option 3 can be combined with option 1 or 2.

The proposed options include **a one-year warranty**. For options 1 and 2, the Customer can extend the warranty to maintain the products at their optimal operating level and yield the best return on investment. At the time of purchase, substantial savings can be achieved through the acquisition of multi-year SafeGuard plans. Please refer to Section 4 for pricing information on these optional plans.

The total price for options 1 and 2 include the following services:

- On-site survey to ensure the installation site meets space, electrical, environmental and other important requirements
- 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

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- Shipping charges DDP Customer Premises (Incoterms 2010)

The following sections provide additional details on this budgetary 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 **Mr. Brandon Huntley** in Phoenix, Arizona, United States at telephone number +1 602 826 8802 or via e-mail at brandon.huntley@ultra-ft.com.

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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 more than 250 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)

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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 607 systems at 372 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 Crime Intelligence Commission (ACIC)the London Metropolitan Police; and the Netherlands Forensic Institute (NFI).

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3 Product Description

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 automated ballistic identification system.

Below is a list of the proposed products followed by a functional description of each product.

- BRASSTRAX Acquisition Station (Options 1 and 2)
- MATCHPOINT Analysis Station for Cartridge Cases (Option 1)
- PAG800 Stereo Zoom Microscope (Option 3)

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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.

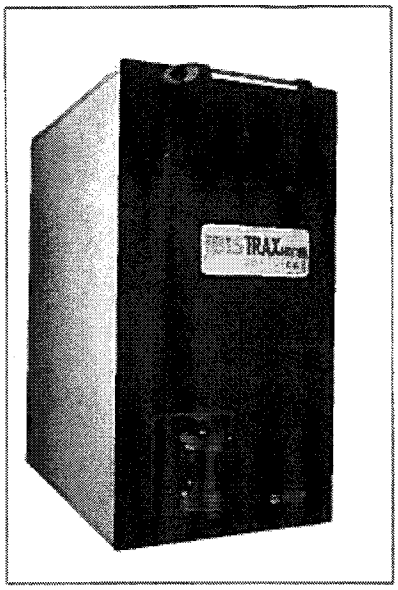

Figure 1 – BRASSTRAX Acquisition Station

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 flowback 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

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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.

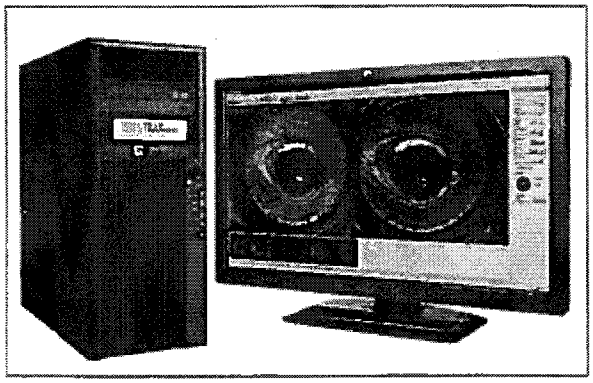

Figure 2 – MATCHPOINT Analysis Station

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

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- 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

NOTE: The MATCHPOINT offered with option 1 does not include the 3D Bullet Viewer software license, meaning that the tools for viewing and analyzing bullets are not available.

3.3 PAG800 Stereo Zoom Microscope

When examining microscopic evidence, forensic investigators demand the sharpest possible image. With a 6.3:1 zoom ratio and a 115mm working distance, the PAG800 microscope delivers crisp and high-contrast stereo images that meet the highest standards.

For additional flexibility, multiple LED and cold light sources are available as are specialty reticules. In addition, the Trinocular model supports digital documentation.

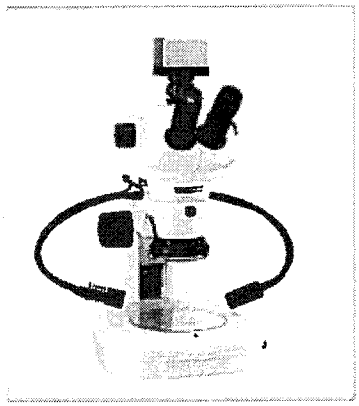

Figure 3 – PAG800 Stereo Zoom Microscope

Its features include:

FLEXIBLE	Multiple lighting options and a working distance of 115 mm (4.5 inches) for 8x to 50x magnification
WIDE MAGNIFICATION RANGE	8x to 50x; total magnification is 4x-200x
SEALED	Airtight construction prevents contamination from dust, oil, water, and mold in hot, humid environments.
ACCESSORIES	Microscope stand, transmitted illumination, multiple LED and cold light sources, including ring lights, goose necks, and flexible light guides; optional crosshair and micrometer reticules

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3.4 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 6.5.4 *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.

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4 Pricing and Standard Terms

This section delineates our prices and standard terms.

4.1 Option 1

Item	Description	Unit Price	Qty	Total Price (USD)
1.	**BRASSTRAX Acquisition Station**	$130,000	1	$130,000
2.	**MATCHPOINT Analysis Station**	$60,000	1	$60,000
3.	**Services** include site survey, installation and commissioning, on-site training for two (2) students, and **one-year warranty** for items 1, and 2 above. Travel and living expenses for our installer and instructor are excluded (see item 5 below).	n/a	1 lot	Included
4.	Shipping and handling charges **DDP Customer Premises (Incoterms 2010)**	$3,803	1 lot	$3,803
5.	Travel and living expenses for Forensic Technology's Installer and Instructor	$9,197	1 lot	$9,197
	TOTAL (US Dollars)			**$203,000**

4.1.1 Optional Items

Item	SafeGuard Extended Warranty and Protection Plan	Standard Price (if purchased annually)	Multi-Year Discount (see note 2 below)	Discounted Price (USD)
6.	**One (1) additional year** following initial one-year warranty	$23,750	Not applicable	$23,750
7.	**Three (3) additional years** following initial one-year warranty	$73,409	($8,732)	$64,677
8.	**Five (5) additional years** following initial one-year warranty	$126,092	($23,267)	$102,825

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4.2 Option 2

Item	Description	Unit Price	Qty	Total Price (USD)
9.	**BRASSTRAX Acquisition Station**	$130,000	1	$130,000
10.	**Services** include site survey, installation and commissioning, on-site training for two (2) students, and **one-year warranty** for item 9 above. Travel and living expenses for our installer and instructor are excluded (see item 12 below).	n/a	1 lot	Included
11.	Shipping and handling charges **DDP Customer Premises (Incoterms 2010)**	$2,351	1 lot	$2,351
12.	Travel and living expenses for Forensic Technology's Installer and Instructor	$8,649	1 lot	$8,649
	TOTAL (US Dollars)			**$141,000**

4.2.1 Optional Items

Item	SafeGuard Extended Warranty and Protection Plan	Standard Price (if purchased annually)	Multi-Year Discount (see note 2 below)	Discounted Price (USD)
13.	**One (1) additional year** following initial one-year warranty	$16,250	Not applicable	$16,250
14.	**Three (3) additional years** following initial one-year warranty	$50,277	($5,974)	$44,253
15.	**Five (5) additional years** following initial one-year warranty	$86,273	($15,919)	$70,354

4.3 Option 3

Item	Description	Unit Price	Qty	Total Price (USD)
16.	PAG800 Stereo Zoom Microscope, comprising: - Magnification range 8x-50x - Trinocular Tube with Zoom Ratio 6:3:1 - Eyepieces WF 10x/22 - Integrated objective 1x with 115m working distance Services include one-year warranty, shipping and handling charges DDP Customer Premises (Incoterms 2010)	$5,113	1 lot	$5,113
	TOTAL (US Dollars)			**$5,113**

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NOTES:

1. **The pricing for optional items 7, 8, 14 and 15 is conditional upon receipt of full payment at the beginning of the contract period.**
2. **Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.**
3. **The extended warranty is not applicable to the PAG800. After the initial one-year warranty, labor and material charges for repairs to the PAG800 will be for the Customer's account.**
4. **All prices are subject to change without notice after the expiration date stated in Section 4.4.2.**

4.4 Standard Terms

4.4.1 Currency

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

4.4.2 Offer Validity Period

This offer expires on **May 31, 2017**.

4.4.3 Delivery

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

4.4.4 Shipping

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

All charges related to exportation, customs clearance and importation of the goods, including duties and taxes are for the account of Forensic Technology. Income and/or sales and/or withholding taxes as well as extraordinary storage fees are excluded and will be for the Customer's account.

4.4.5 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.

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4.4.6 Payment Terms

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

4.4.7 Property Title and Risk of Loss

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.

4.4.8 Duties, Taxes, Fees, Charges and Assessments

All charges related to exportation, customs clearance and importation of the goods, including duties and taxes are for the account of Forensic Technology. Income and/or sales and/or withholding taxes as well as extraordinary storage fees are excluded and will be for the Customer's account.

4.4.9 Connection to NIBIN

This offer is subject to ATF granting the Customer membership to NIBIN through a Memorandum of Agreement (MOA) between the two (2) parties.

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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.**

Option	Description	Duration
1	The Basic User Training will be divided into two (2) parts: BRASSTRAX and MATCHPOINT. Each part will be facilitated by one (1) certified instructor for a maximum of two (2) students.	Five (5) consecutive working days
2	The BRASSTRAX Basic User Training will be facilitated by one (1) certified instructor for a maximum of two (2) students.	Four (4) consecutive working days
3	PAG800 Stereo Zoom Microscope for forensic applications	Not required due to its ease of use.

5.1 On-Site IBIS TRAX Basic User Training

The Basic User Training is adapted to reflect the products procured by the Customer, and may include 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

Following the completion of all training courses, system operators are welcome to contact Forensic Technology for post training support including access to a certified instructor (see section 7.1 for contact information). This service is available via telephone or e-mail and for the time that the equipment is under warranty or covered by the SafeGuard Extended Warranty and Protection Plan.

After the Basic User Training, all users will also receive an email with the website address and their credentials to access the e-Learning platform.

5.2 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.

Option	Description	Duration
1	The on-site follow-up training will be facilitated by one (1) certified instructor for up to two (2) students	Two (2) consecutive working days
2	The on-site follow-up training will be facilitated by one (1) certified instructor for up to two (2) students	One (1) working day
3	PAG800 Stereo Zoom Microscope for forensic applications	Not required due to its ease of use

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The Follow-Up Training session is adapted to reflect the products procured by the Customer, and may include 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

5.3 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.

5.4 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.

5.5 Training Procedure

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

- The student(s) must commit to attend each of the number of days of their training course.
- At the end of the Basic User Training session, the student's abilities will be assessed by the instructor.
- 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.
- Forensic Technology requires, at minimum, sixty (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.

5.6 User Documentation

Students will be given English language user documentation.

5.7 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.

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6 System Deployment

6.1 Pre-Routing Information

At contract award or shortly thereafter, the Customer and/or End User will be asked for information in order to accelerate and optimize the deployment process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Documentation requirements
- Any other pertinent information

6.2 Site Survey

The purpose of the site survey is to verify that the site(s) selected by the Customer for the installation of the system comply with the facility requirements described in section 6.5. 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.

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6.3 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 6.5 below)
- Insuring the room where the equipment will be located is air-conditioned, has a room temperature between 15 and 30 degrees Celsius (59 to 86 degrees Fahrenheit) with a relative humidity between 40 and 70%
- Providing access to the installation site, including access during off-hours if so required

6.4 Storage Requirements

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

6.4.1 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.

6.4.2 Temperature

The temperature of the storage facility must be maintained between 0 and 50 degrees Celsius (32 to 122 degrees Fahrenheit) with humidity from 30% - 60%.Temperatures that are too low should also be avoided; temperatures lower than 0 degrees Celsius (32 degrees Fahrenheit) may actually harm the material and shorten, rather than extend, life expectancies. Rapid temperature changes are also undesirable as they introduce stresses.

6.4.3 Vibration

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

6.4.4 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.

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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.

6.5 Guidelines for Installation Site

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

6.5.1 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.

- **PAG800 Stereo-Zoom Microscope**

  The PAG800 can be installed on a table, desk or work bench supplied by the Customer. Its footprint is approximately W12" (30 cm) x D12" (30 cm) x H18" (45 cm) without camera.

6.5.2 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	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	3500
MATCHPOINT Printer	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	
PAG800 Stereo Zoom Microscope	100 – 240 VAC 60/50 Hz single phase Power consumption 30W maximum	n/a	

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6.5.3 Environment

Air conditioning is mandatory. The Customer must maintain the temperature of the room(s) housing the system between 15 to 30 degrees Celsius (59 to 86 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.

6.5.4 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)	1. Direct uncontended Internet connections (e.g., E1 or T1 leased line to the Internet) 2. Long range (or Metro) Ethernet 3. A spare public IP address from the customer's own corporate network 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) 5. Cable 6. Satellite 7. ADSL: This is the least preferred choice that should be selected only if no other options are available.
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

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Specifications for High-Speed Internet Line	
Other Requirements	▪ Provide Forensic Technology with Fixed Public IP address, Subnet Mask value, Gateway value, and DNS address. ▪ The service provider equipment (e.g., modem) must **not** be configured with any security (i.e., no firewall) or NAT (Network Address Translation). ▪ 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. ▪ Grant Forensic Technology authorization to contact the service provider directly to resolve any technical issues that may arise with the high-speed Internet line.

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.

6.5.5 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.

6.6 Installation

The installation of the proposed system at the Customer-prepared site will be concluded as follows:

Option	Description	Duration
1	BRASSTRAX Acquisition Station and MATCHPOINT Analysis Station for Cartridge Cases	Within two (2) consecutive working days
2	BRASSTRAX Acquisition Station	Within one (1) working day
3	PAG800 Stereo Zoom Microscope for forensic applications	Not required based on ease of installation

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If Option 3 is purchased in addition with a TRAX product, our field technician will unpack and install the PAG800 at the same time as the TRAX equipment. If Option 3 is purchased standalone, the Customer will be responsible for unpacking and installation.

6.7 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 4.4.7 herein.

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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 0), or three months from the date of shipment, whichever comes first.

For options 1 and 2, Forensic Technology is also offering several additional options for SafeGuard Extended Warranty and Protection Plans:

- One (1) additional year following the one-year warranty period
- Three (3) additional years following the one-year warranty period
- Five (5) additional years following the one-year warranty period

At the time of initial equipment procurement, substantial savings are achieved through the acquisition of multi-year SafeGuard plans; please see Section 4 for optional pricing information.

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 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 the first follow-on year represents a percentage per annum of the purchased equipment list price. Fees for subsequent years will be indexed annually.

Services Covered by SafeGuard

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

7.1 Support Center

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

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number for the US: 1-877-558-7298
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictechnology.com.

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

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7.2 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 cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers upon requirement.
3. On-site diagnosis visit: If telephone, email or remote support cannot complete the diagnosis and solve the incident, Forensic Technology will dispatch the appropriate resource to the Customer site.
4. On-site repair visit: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

NOTE: **For the Microscope type of product and its expected use, Forensic Technology limits the number of on-site remedial visits to two (2) visits per contract year. Additional remedial visits will have to be for the account of the Customer. Forensic Technology can waive this constraint for same-part failures should they be caused by a product defect and not by a user operating procedure.**

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

For each incident, Forensic Technology will provide the Customer the estimated time to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

7.2.1 Assistance with Custom Report Templates

The IBIS TRAX 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 support specialists will provide expert technical assistance over the phone to help create customized report templates.

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7.3 Proactive Support Services

With the objective of maximizing system availability, Forensic Technology provides proactive support services to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS TRAX systems. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
  - CPU usage
  - Percentage of free disk space
  - Percentage of free memory
  - Uptime
- Database uptime
- Backup success

When one or more of the above items deviates from the normal specification, the IBIS TRAX system will automatically send a message to Forensic Technology's Global Customer Services, who will then initiate corrective action. Proactive support services provide Forensic Technology with the opportunity to swiftly identify and address computer issues.

The use of proactive support services has no impact on the normal operation of IBIS TRAX systems.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or proactive support services, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on the IBIS TRAX system.

NOTE: Proactive support services are not yet available on NIBIN. Once approved by ATF, these services will be enabled on all IBIS TRAX systems connected to NIBIN.

7.3.1 NIBIN Maintenance Window for Proactive Support Services

To expedite support services and minimize system downtime, Forensic Technology will agree with ATF on the implementation of a predetermined maintenance window. During this window of time, our Support Specialists would be able to connect to the IBIS TRAX system and perform maintenance services without having to seek permission from the Customer for every occurrence. The maintenance window would be used by Forensic Technology to perform system maintenance or other activities that will not have an impact on the system utilization or the Customer's IBIS data.

The maintenance window would be set outside of the Customer's working hours to avoid interference with normal daily operations. Typically, a maintenance window would be scheduled before 05:00 and after 17:00 local time on weekdays and anytime during the weekend.

During normal daily hours of operation, Forensic Technology will always contact the Customer to request permission prior to performing any activities such as: troubleshooting, software upgrades and system configuration.

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7.4 Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. Shipping charges for the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

NOTE: 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.

7.5 e-Learning

A web-based e-Learning platform is now available to all our users. This platform includes step-by-step training modules, user documentation, training presentations, videos and quick reference guides. After the Basic User Training, all participants will receive an email with the website address and their credentials to access the e-Learning platform.

7.6 Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent fix is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

7.7 Software Upgrades (IBIS TRAX only)

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

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Technology will upgrade the third-party software supplied with the system only if it deemed absolutely necessary to maintain the system current within a licensed version.

7.7.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrade either using the traditional manual remote method or using the new Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and off hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Performing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication line. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

7.7.2 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.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

7.7.3 Backward Compatibility with existing data

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous TRAX software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

7.7.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS TRAX systems and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

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7.8 Customer Care Program

Forensic Technology cares about the impact its products and services have on the mission-critical work of its Customers. Forensic Technology has therefore instituted the Customer Care Program to foster the work relationship between professionals through timely, proactive communications. Forensic Technology wishes to understand the Customer's environment and constraints to enable swift actions to optimize the Customer's usage of IBIS TRAX products.

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

In addition, Forensic Technology will send a Customer Satisfaction survey to users that contacted the Support Center. This survey is an important tool for Forensic Technology to measure customer satisfaction and establish priorities in our continuous improvement process.

7.9 Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer IBIS TRAX systems: incident management, replacements parts, on-site visits, remote and on-site preventive maintenance activities, software upgrades, coaching and new user training, Customer Care activities, and other events.

7.10 Travel and Living Expenses

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

7.11 Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Option, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Update of OS patches
- Antivirus verification and update
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of audit logs
- Project management activities

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NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

7.12 Additional Services Included with Extended SafeGuard

These services are offered starting the second year of a multiple-year warranty and will apply if the optional items in section 4 is purchased.

7.12.1 Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the IBIS system continues to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, and adjust 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 for a subsequent site visit.

7.12.2 Coaching

Forensic Technology strives to offer its Customers the best possible ballistics identification solution along with ongoing support and maintenance services. Experience has shown that maintaining and refining Customer skills and abilities with the operation of IBIS TRAX systems such as receiving updates on new functions and features, or learning about new acquisition and analysis techniques ultimately results in the Customer reaping the most from their investment.

With this objective in mind, Forensic Technology offers its Customers coaching sessions that can be delivered remotely or on site, depending on the availability of both the Customer and training resources. Forensic Technology's senior certified instructors will establish the coaching requirements with each Customer and deliver the coaching sessions (up to three (3) consecutive working days per year).

NOTE: Unused coaching sessions cannot be cumulated nor transferred.

Coaching sessions are designed for users having previously accomplished the Basic User Training and regularly work with IBIS TRAX system.

Customers are welcome to contact Forensic Technology's support center (see section 7.1 for contact information) to request and schedule Coaching assistance. This service is available for the time that the equipment is under warranty or covered by the SafeGuard Extended Warranty and Protection.

The coaching 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
- Introduction of new functionalities
- Review of the training material available to the user both on the IBIS TRAX systems and on the e-Learning platform

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7.13 Additional Information

7.13.1 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 models its support services on ITIL best practices. The majority of our support employees are also ITIL certified.

For our Customers, this translates into a Service Level Objective of no less than **ninety-seven (97%) percent system availability**. This objective 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 non-operational 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.

7.13.2 Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software, including but not limited to, insufficient cooling, and loss of documentation or of supplied media.
- Removal of unauthorized hardware components and/or software applications from the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

7.13.3 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.

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7.13.4 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.

7.13.5 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 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 non-functional 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 non-compliant communication lines.

7.14 Optional Services

The following services are **not covered by the initial system warranty or SafeGuard contract**, however if requested, a quotation can be provided.

7.14.1 Creation of Custom Report Templates

The IBIS TRAX system includes a set of standard report templates. Forensic Technology can provide a service to create customized report templates as per Customer specifications, within the capabilities of the IBIS TRAX report application.

7.14.2 Change to Customer-supplied Communication Lines

Should the Customer decide or need to change the type and/or characteristics of the service and/or inter-site communication lines, Forensic Technology will require to be informed and will issue a quotation for the cost of adapting the IBIS TRAX system accordingly. The Customer is responsible for all costs related to the provision and usage of all communication lines.

7.14.3 Requested Data Transfer

Without a communications network between IBIS systems, it is not possible to share data for the purpose of exhibit correlation with other IBIS databases. However, with the presence of the recommended communication line at the two Customer sites, Forensic Technology can manually transfer data from one site to another.

7.14.4 System Relocation

In the event that the Customer needs to relocate a product to another building or locale, the Customer will need to notify Forensic Technology to receive guidance. Depending on the

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circumstances, it may be necessary for the Customer to employ the services of Forensic Technology to complete the relocation. Failure to notify and, if necessary, employ Forensic Technology will automatically void any outstanding Warranty or SafeGuard agreement.

7.14.5 Consumables

Forensic Technology will not replenish consumables provided with the initial purchase of the product. These items (e.g., printer toner, lamps, fuses, holders) can be purchased from Forensic Technology or a local Forensic Technology-approved supplier.

7.14.6 Hardware Upgrades

Hardware upgrades to increase performance or to accommodate growing IBIS database sizes **must be purchased by the Customer from Forensic Technology.**

Forensic Technology must provision and install all hardware upgrades to ensure that the system is using only those components that will optimize its operation. Installation of hardware components by any other party will void any outstanding Warranty or SafeGuard agreement.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

7.14.7 Travel and Living Expenses

Travel and living expenses incurred by Forensic Technology in order to provide any extra service requested by the Customer shall be paid directly by the Customer or reimbursed to Forensic Technology at cost plus an administrative fee of fifteen (15%) percent.

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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 and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

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 75% 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

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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 License Agreement

Use of the IBIS® equipment is subject to a software license agreement, which resides on the machine, and that the users are required to accept prior to having access to the system. License fees for all software provided with the system are included in the initial purchase price, and are included in any subsequent SafeGuard charges.

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