

BUDGETARY PROPOSAL

For an

IBIS® TRAX-HD3D™ SOLUTION

Submitted to the:

North Richland Hills Police Department Care of Texas Anti-Gang Center – North Texas

4301 City Place Drive North Richland Hills, TX 76108

Attention: Chief Jim Perdue

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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 **North Richland Hills Police Department** (hereinafter referred to as the **Customer**) with this budgetary price quote for our latest generation of Integrated Ballistics Identification System (**IBIS**[®]).

The total price is **US\$137,500** for the provision of one (1) **IBIS**[®] BRASSTRAX[™] Acquisition Station to be installed at the **Texas Anti-Gang Center** located in Irving, Texas.

The **IBIS®** BRASSTRAXTM Acquisition Station will allow the Customer to collect 2D and 3D images of cartridge case evidence. The captured images will be stored on a remote NIBIN-**IBIS®** Data Concentrator and subsequently correlated on a remote NIBIN-**IBIS®** Correlation Server. 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.

The proposed equipment includes a **one-year warranty**. 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 following services (as indicated in section 4) can be included:

- 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 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. Jim Needles** in Phoenix, Arizona, United States at telephone number +1 602 463 3782 or via e-mail at jim.needles@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 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.

Over the past 25 years, Forensic Technology has cultivated world-class expertise in understanding the unique markings left on spent bullets and cartridge cases from thousands of different firearms and ammunition types, and has built a series of robust correlation algorithms capable of sifting through millions of exhibits to provide prospective matches to firearms examiners. Our investment in the development of automated acquisition techniques, highperformance correlation algorithms and intuitive analysis tools is driven by a highly qualified team of scientists, recognized for their depth of knowledge in the field of forensic ballistics.

In 2011, Forensic Technology acquired **Projectina AG**, a world leader in the development and manufacture of forensic science products and high-end optical components. Projectina's comparison microscopes, document examination instruments and crime scene products complement Forensic Technology's core competencies.

In 2014, Forensic Technology and its subsidiaries were acquired by Ultra Electronics Holdings plc (<u>http://www.ultra-electronics.com</u>), a successful defense, security, transport and energy company with a long, consistent track record of development and growth. Ultra Electronics manages a portfolio of specialist capabilities generating innovative solutions to customer needs. Ultra applies electronic and software technologies in demanding and critical environments ranging from military applications, through safety-critical devices in aircraft, to nuclear controls and sensor measurement. These capabilities have seen Ultra's highly differentiated products contributing to a large number of platforms and programs.

Governments and agencies in 70 countries and territories depend on Forensic Technology for cost-effective and reliable solutions that solve firearm-related crime and promote a safer society. To provide support, Forensic Technology has offices around the world, including:

- 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)

Forensic Technology has deployed over 1,100 systems at 399 customer locations 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). A complete listing of our customers by country and by agency is available upon request.

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. In addition, our IBIS TRAX-HD3D system can be complemented with Projectina comparison and/or stereo zoom microscopes providing Customers with complete ballistic analysis solutions.



Below is a functional description of the BRASSTRAX Acquisition Station.

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

3.2 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:

- Access to 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.

4 Pricing and Standard Terms

This section delineates our prices and standard terms

4.1 Pricing

Item	Description	Unit Price	Qty	Total Price (USD)
1.	BRASSTRAX Acquisition Station	\$131,500	1	\$131,500
2.	Services include installation and commissioning, on-site training for up to two (2) trainees, and one-year warrantyn/a1 lotfor item 1 above.1111		1 lot	Included
3.	Shipping and handling charges DDP Customer Premises (Incoterms 2010)	\$1,417	1 lot	\$1,417
4.	Travel and living expenses for Forensic Technology's \$4,583 \$4,583		1 lot	\$4,583
5.	Sub-Total (US Dollars)			\$137,500
6.	State Sales Tax (8.25%)			\$11,343.75
	TOTAL (US Dollars)			\$148,843.75

4.1.1 Optional Items

ltem	SafeGuard Extended Warranty and Protection Plan	Standard Price (if purchased annually)	Multi-Year Discount (see note 2 below)	Discounted Price	State Sales Tax (8.25%)	Total Price (USD)
1.	One (1) additional year following initial one-year warranty	\$16,438	(\$783)	\$15,655	\$1,291.52	\$16,946.52
2.	Three (3) additional years following initial one- year warranty	\$50,807	(\$6,043)	\$44,764	\$3,692.98	\$48,456.98
3.	Five (5) additional years following initial one-year warranty	\$87,269	(\$16,103)	\$71,166	\$5,871.18	\$77,037.18

NOTES:

- 1. Pricing is based on full payment at the beginning of the contract period. If the Customer wishes to purchase the additional warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
- 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. State Sales Tax has been included in the pricing table. In the event the Customer is exempt from State Sales Tax and provides their exemption certificate Forensic Technology will revise its pricing accordingly.
- 4. Pricing includes a State Sales Tax of 8.25%. If a different rate must be applied, the Customer should inform Forensic Technology and the pricing will be revised accordingly.

4.2 Standard Terms

4.2.1 Budgetary Proposal/Offer Validity Period

This is a budgetary proposal, designed to provide information on the prices of our products and services. It reflects our best estimate of the true and necessary expenditures for the project. As such, all information in this proposal, including without limitation price, technical specifications and delays in delivery, is subject to confirmation prior to acceptance by Forensic Technology of a contract or purchase order issued by the Customer. All information is current as at the date of issuance of this proposal and is expected to remain substantially the same until **November 30**, **2018**.

4.2.2 Currency

All prices are quoted in United States Dollars.

4.2.3 Payment Terms

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

4.2.4 Delivery

The delivery of the equipment will be within one hundred and twenty (120) days after receipt and acceptance of order.

4.2.5 Shipping

The equipment will be shipped **DDP Customer Premises (Incoterms 2010)**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site.

4.2.6 Duties, Taxes, Fees, Charges and Assessments

Forensic Technology will be responsible for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto. **However, the quoted price excludes any income and/or withholding taxes, as well as extraordinary storage fees, which will be for the Customer's account**.

4.2.7 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.

4.2.8 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.

4.2.9 Connection to NIBIN

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 (2) agencies must be in place.

5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. If the trainees 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 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access two (2) introductory online courses: Firearms 101 and Cartridge Case Triage.

These courses are introductory level, and designed for trainees who are not yet familiar with the design/function of firearms, distinguishing features of bullets and cartridge cases, screening of evidence collected at crime scenes, or evidence handling protocol when using an IBIS TRAX acquisition station.

Based on their prior knowledge levels, trainees may be asked to complete one (1) or both of these courses prior to the start of Basic User Training.

5.1.1 Firearms 101: Firearms Knowledge for the IBIS TRAX User

The purpose of this course is to give an IBIS TRAX trainee with no prior firearms knowledge a foundation of the core terminology needed to properly classify fired cartridge case and bullet exhibits in their IBIS database. The video presentation will cover the basics of firearm identification in regards to firearm and ammunition function along with what markings are transferred from the firearm to the fired cartridge case and bullet. Upon completing the tutorial the trainee should be comfortable in recognizing exhibit features including Breech Face, Firing Pin, Ejector, Extractor and Drag Marks on cartridge cases as well as LEAs, GEAs, Rifling Types and Direction of Twist on bullets.

Duration: Approximately ninety (90) minutes.

5.1.2 Cartridge Case Triage

The purpose of this course is to provide trainees with basic instruction in how to sample multiple cartridge cases submitted from a single scene to avoid replicate entries from the same firearm. Trainees will learn to identify and understand the significance of various firearm produced markings to help them sort through multiple fired cartridge cases such that at least one representative cartridge case from each gun can be sampled and acquired without the need to perform an exhaustive comparison. This training will include a lecture portion addressing the class characteristics that are used to triage cartridge cases and discuss other firearm produced markings that may be found on cartridge cases. It will also include practical exercises in which the trainees will have high quality digital images of ten different cartridge cases in each exercise and be asked to determine which cartridge cases should be grouped together.

Duration: Lecture - two (2) hours, Practical Exercises - four (4) hours

NOTES:

- 1. The Cartridge Case Triage Course does not qualify anyone to make definitive common source conclusions and is not designed to be performed with a comparison microscope. It is a sampling strategy only, helping promote timely and comprehensive data collection.
- 2. If the Customer prefers to receive the Cartridge Case Triage Course onsite, a proposal can be provided. Please contact your Forensic Technology representative for more information.

5.2 Onsite Training

The Basic User Training will last four (4) consecutive working days and will be facilitated by one (1) certified instructor for a maximum of two (2) trainees.

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

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

NOTE: The Customer is entitled to additional training services during the first year of the IBIS system warranty; please refer to Section 7.7 for further details.

5.3 Post-Training Support

Once all training has been completed, trainees can continue contacting Forensic Technology's support center which, if needed, will put them in contact with an instructor 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 Trainee Availability

During the on-site training, the equipment and the trainees must be made available to the instructor for the required number of working days.

NOTE: If equipment and/or trainee 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 trainees must commit to attend each of the number of days of their training.
- It is expected that trainees possess basic knowledge of computers.

- At the end of the Basic User Training, the trainees' abilities will be assessed by the instructor.
- Following the Basic User Training, trainees should begin acquiring specimens in the workplace almost immediately in order to refine their newly learned skills and obtain high-quality acquisitions.

5.6 User Documentation

Trainees will be given English language user documentation.

5.7 Training – Manufacturer's Recommendation

In order to maximize the Customer's investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology certified instructor prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified instructor also facilitates receipt of support and assistance from Forensic Technology's Global Customer Services team.

6 System Deployment

6.1 Pre-Routing Information

At contract award or shortly thereafter, the Customer 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 a 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.

Ahead of equipment shipment, Forensic Technology requires that the Customer conduct a site survey and provide supporting documentation, including but not limited to:

- Photographs and floor plan with dimensions of the proposed location
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

Further guidance on the site survey and supporting documentation will be provided by Forensic Technology at contract award or shortly thereafter.

In the event the Customer does not complete the site survey and Forensic Technology needs to send a field technician on-site to complete the review, a fee of US\$2,200 will be for the Customer's account.

Upon completion of the site survey, Forensic Technology will either provide confirmation of site acceptance, or 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.

6.3 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% noncondensing 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.

6.5 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 equipment.

• 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.

• Printer

The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" (58 cm) x D30" (76 cm) x standard room height.

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
Printer	100 – 120 VAC 60 Hz single phase; or 220 – 240 VAC 50 Hz single phase	1000 VA	3500

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		
Туре	1. Direct uncontended Internet connections (e.g., E1 or T1 leased line to the		
(in order of	Internet)		
preference)	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 Minimum of 512 kbps download and upload, with contention ratio of not 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	 Provide Forensic Technology with Fixed Public IP address, Subnet Mask value, Gateway value, and DNS address. 		
	 The service provider equipment (e.g., modem) must <u>not</u> 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 system at the Customer-prepared site will be concluded within **one (1) working day**.

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

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 4.2.8 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 6.7), or three months from the date of shipment, whichever comes first.

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.

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 Information Technology Infrastructure Library (ITIL) best practices. In addition, the majority of our support employees are ITIL certified.

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 (if available)
- Internet e-mail address: <u>fti.support@ultra-ft.com</u>
- Support resources at Forensic Technology's Web site: <u>www.ultra-forensictechnology.com</u>.

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.

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 (please refer to Standard Terms section 7.14.4) cannot complete the diagnosis and solve the incident, Forensic Technology may 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.

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.

7.3 Proactive Support Services

To maximize system availability, and as part of our process to continually improve services offered to our Customers, Forensic Technology offers proactive support services for monitoring, in real-time, system properties and for collecting configuration data using the Host Monitoring

application. Subscribing to these services will enable the system to provide our support personnel with information about the following system properties and functions:

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

When one or more of the above items deviate from the normal specification, the Host Monitoring system will automatically send a message to Forensic Technology's Global Customer Services, who will then begin taking corrective action. Proactive support services give Forensic Technology the opportunity to identify and address computer issues and sometimes even before any impact is perceived by the user.

Another advantage of proactive support services is it allows Forensic Technology to keep system configuration data up-to-date, meaning it can deploy software upgrades to the Customer faster and speed up hardware and software repairs work.

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 actions on the IBIS TRAX system.

Customers already subscribing to this service will continue to receive the benefits and, for those who do not wish to participate, this service will not be enabled on their IBIS TRAX system(s).

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

A maintenance window is a period prearranged between Forensic Technology and the Customer whereby Forensic Technology can perform maintenance on the IBIS TRAX system. A maintenance window is outside the Customer's working hours, thus permitting Forensic Technology to deliver its services without the Customer experiencing system downtime. Customers can establish, suspend or revoke a maintenance window at any time by simply contacting Support.

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 Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the 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 during a subsequent site visit.

7.6 e-Learning

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

7.7 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.

NOTES:

- 1. One (1) day of coaching is included for each type of IBIS TRAX acquisition and analysis equipment, regardless of how many units are in operation at the site.
- 2. Unused coaching sessions cannot be cumulated or 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

7.8 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.

7.9 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 only if it deemed absolutely necessary to maintain the system current within a licensed version.

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 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.

7.10 Customer Care Program

Forensic Technology cares about the impact its products and services have on the missioncritical 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.

7.11 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 (Host Monitoring) and on-site preventive maintenance activities, software upgrades, coaching and new user training, Customer Care activities, and other events.

7.12 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.

7.13 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)
- Domain controller security policies
- User account management as users are added and/or removed
- Update of OS security patches
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

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.

7.14 SafeGuard Specific Terms

7.14.1 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 inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to 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.

7.14.2 Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reinstatement fee, the Customer will be responsible for the following:

- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

7.14.3 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.

7.14.4 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 deliver services effectively.

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.

7.15 Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Creation of IBIS TRAX Custom Report Templates
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- System Relocation

- Replenishment of Consumables
- Hardware Upgrades
- Project Management

Please contact your Sales Representative for additional information.

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 sixty (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 and the American Arbitration Association 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 to the extent allowed by law.

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

The Customer and 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 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.

8.6 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <u>https://www.ultra-</u> <u>electronics.com/about-us/corporate-responsibility/general-data-protection-regulation.aspx.</u>