

**EXHIBIT**  
**"B"**

**CITY OF ROUND ROCK  
AGREEMENT FOR  
BALLISTICS IMAGING SOFTWARE  
WITH  
FORENSIC TECHNOLOGY INC.**

**THE STATE OF TEXAS**

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§  
§  
§  
§  
§

**CITY OF ROUND ROCK**

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

THAT THIS AGREEMENT for purchase of ballistics imaging software (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and FORENSIC TECHNOLOGY INC., a company whose address is 7975 114<sup>th</sup> Avenue, North Suite 2500, Largo, Florida 33773-5028 (referred to herein as the "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase goods and services related to ballistics imaging software; and

WHEREAS, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available for only one source are exempt from competitive bidding requirements; and

WHEREAS, Vendor is the sole source provider of the goods and services being purchased pursuant to this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.0 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and services and Vendor is obligated to provide same. The

Agreement includes Vendor's Proposal, attached as Exhibit "A," and End-User License Agreement, attached as Exhibit "B," said exhibits incorporated herein by reference for all purposes.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means Forensic Technology Inc., its successor or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

B. The term of this Agreement shall be for seventy-two (72) months from the effective date hereof.

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

The goods and services which are the subject matter of this Agreement are described in Exhibit "A," and subject to the End-User License Agreement, attached as Exhibit "B," and the exhibits together with this Agreement, comprise the total Agreement and is fully a part of this Agreement as if repeated herein in full.

## **4.0 SCOPE OF WORK**

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A" within the contract term specified in Section 2.01. Vendor's undertakings shall be limited to providing goods and performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.0 CONTRACT AMOUNT**

In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Two Hundred Eighteen Thousand Eight Hundred Fifty-Eight and No/100 Dollars (\$218,858.00)** for the term of this Agreement to be paid as follows:

A. **One Hundred Forty-Four Thousand Eight Hundred Fifty-Three and No/100 (\$144,853.00)** shall be paid to the Vendor for **Option 1 – the NIBIN Cartridge Cases Acquisition & Triage Package**; and

B. **Seventy-Four Thousand Five and No/100 Dollars (\$74,005.00)** shall be paid to the Vendor for the five (5) additional years of the **SafeGuard Warranty** following the included one (1) year warranty included in Option 1 described above.

## **6.0 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

## **7.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods and services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## **8.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made

by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

## **9.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **10.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

## **11.0 INSURANCE**

Vendor shall meet all insurance requirements set forth on the City's website at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

## **12.0 CITY'S REPRESENTATIVES**

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Tom Sloan  
Round Rock Police Department Commander  
2701 North Mays Street  
Round Rock, Texas 78665  
512-218-6664  
[tsloan@roundrocktexas.gov](mailto:tsloan@roundrocktexas.gov)

### **13.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

### **14.0 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
3. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

### **15.0 TERMINATION AND SUSPENSION**

A. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured during such notice/cure period.

B. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

C. In the event City terminates under subsections (A) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **16.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **17.0 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **18.0 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to Vendor:**

Forensic Technology Inc.  
7975 114<sup>th</sup> Avenue, North Suite 2500  
Largo, Florida 33773-5028

**Notice to City:**

Laurie Hadley, City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

**19.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**20.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

**21.0 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**22.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### **23.0 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]



IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Forensic Technology Inc.**

By:  \_\_\_\_\_

Printed Name: Alexander Finley

Title: CEO

Date Signed: May 30, 2024

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

Exhibit "A"

Forensic  
Technology

A LeadsOnline Company

# Proposal for IBIS® Systems

**Submitted to the: Round Rock Police Department**

2702 N Mays

Round Rock, TX 78665

**Attention:**

Mr. Scott Cheshire, Evidence Supervisor

Crime Scene Unit

**By: Forensic Technology Inc., a LeadsOnline Company**

7975 114th Ave. North, Suite 2500 Largo, FL 33773-5028

Date: January 25, 2024

Reference No.: S-07798, Rev. 04



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 Forensic Technology (Canada) Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Forensic Technology (Canada) Inc., and/or that are exempt from disclosure under the Freedom of Information Act, where applicable. 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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- About Forensic Technology
- Ways to join NIBIN
- IBIS Training Programs
- Services covered by SafeGuard

# 1 Executive Summary

Forensic Technology Inc., a LeadsOnline Company and an authorized reseller of Projectina AG, (hereinafter referred to as **Forensic Technology**), is pleased to provide the **Round Rock Police Department** (hereinafter referred to as the **Customer**) with this proposal for options of our latest generation of Integrated Ballistic Identification System (**IBIS**<sup>®</sup>) and Projectina PAG800 Stereo Zoom Microscope.

## 1.1 Solution Overview

Forensic Technology offers the world’s leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

Each IBIS solution package features the latest generation of IBIS technology and includes exceptional 3D imaging, the best comparison algorithms for ballistic evidence in large databases, and a reliable and secure data management infrastructure.

Option	Description
1.	<b>NIBIN Cartridge Cases Acquisition &amp; Triage Package, comprising:</b> <ul style="list-style-type: none"> <li>- One (1) BRASSTRAX™ Acquisition Station</li> <li>- One (1) PAG800 Stereo Zoom Microscope</li> </ul>
2.	<b>NIBIN Cartridge Cases Acquisition, Analysis &amp; Triage Package, comprising:</b> <ul style="list-style-type: none"> <li>- One (1) BRASSTRAX™ Acquisition Station</li> <li>- One (1) MATCHPOINT™ Analysis Station for Cartridge Cases</li> <li>- One (1) PAG800 Stereo Zoom Microscope</li> </ul>

**NOTES:**

1. Please see the attached brochure “Ways to join NIBIN” for detailed product features and functionality.
2. For Option 1, 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.

# Exhibit "A"

## 1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

## 1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Jeffrey Russell** in Denver, Colorado at telephone number +1 720 621 4580 or via e-mail at [jeffrey.russell@ultra-ft.com](mailto:jeffrey.russell@ultra-ft.com)

## 2 Pricing and Standard Terms

This section details our prices and standard terms.

### 2.1 Option 1

Description	Total Price (USD)
<b>NIBIN Cartridge Cases Acquisition &amp; Triage Package, comprising:</b> - One (1) BRASSTRAX Acquisition Station - One (1) PAG800 Stereo Zoom Microscope - One (1) Cartridge Case Kit - One (1) color printer - One-year SafeGuard Warranty - Shipping and handling charges <b>DDP Customer Premises (Incoterms® 2020), unloaded</b> - Installation and commissioning, and on-site training	\$144,853
<b>TOTAL PRICE (US Dollars)</b>	<b>\$144,853</b>

### Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
1.	One (1) additional year	\$17 093	(\$814)	\$16 279
2.	Three (3) additional years	\$52 834	(\$6 285)	\$46 549
3.	Five (5) additional years	\$90 751	(\$16 746)	\$74 005

## Exhibit "A"

### 2.2 Option 2

Description	Total Price (USD)
<b>NIBIN Cartridge Cases Acquisition, Analysis &amp; Triage Package</b> , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) MATCHPOINT Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope - One (1) Cartridge Case Kit - One (1) color printer - One-year SafeGuard Warranty - Shipping and handling charges <b>DDP Customer Premises (Incoterms® 2020), unloaded</b> - Installation and commissioning, and on-site training	\$207,494
<b>TOTAL PRICE (US Dollars)</b>	<b>\$207,494</b>

#### Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
1.	One (1) additional year	\$24 774	(\$1 179)	\$23 595
2.	Three (3) additional years	\$76 575	(\$9 109)	\$67 466
3.	Five (5) additional years	\$131 530	(\$24 270)	\$107 260

#### NOTES:

1. For Option 1, 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.
2. Pricing in this proposal includes security components as mandated by ATF.
3. Prices for all optional SafeGuard Warranty items are based on purchase and payment at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
4. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
5. Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.
6. The Customer has confirmed exemption from sales tax and will provide Forensic Technology with a valid exemption certificate. As such, the pricing above excludes all sales taxes. If sales tax has been erroneously excluded, the Customer will be responsible for paying such tax to the appropriate authorities, as well as any interest and/or penalties related thereof.

## Standard Terms

### 2.3 Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **April 30, 2024**.

### 2.4 Currency

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

### 2.5 Payment Terms

Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days from the date of our invoice.

### 2.6 Delivery

Standard hardware delivery lead times are between three (3) and six (6) months after receipt and acceptance of purchase order. Occasionally delays in parts delivery from our suppliers is experienced, therefore the delivery will be confirmed upon receipt and acceptance of purchase order. Expedited delivery lead times of less than three (3) months may be possible depending on availability, an expedited delivery fee can be quoted upon request.

The installation date at the Customer site will depend on availability of the equipment on-site as well as site readiness including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

Where delays beyond Forensic Technology Inc.'s control prevent installation scheduling and completion, delivery to the customer shall proceed along with an invoice for eighty percent (80%) of the value. The customer must store the equipment in accordance with the prescribed parameters until installation can be scheduled. If this period exceeds sixty (60) days, then the remaining twenty percent (20%) of the value will become due. If the customer's facility cannot store the equipment, then Forensic Technology will ship in place the equipment whereby title will transfer to the customer along with an invoice for eighty percent (80%) of the value and the equipment will be stored at our facilities free of charge. Should the delay exceed sixty (60) days the remaining twenty (20%) value of the equipment will become due and storage charges may apply.



# Exhibit "A"

## 2.7 Shipping, Duties, Taxes and Fees

The equipment will be shipped **DDP Customer Premises (Incoterms® 2020), unloaded**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site, for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto, and for unloading the shipment on the Customer's loading dock. **The quoted price excludes sales and/or withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.**

## 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.

## 2.9 Warranties, Material and Workmanship

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

Initial delivery will consist of factory new parts. Replacement parts delivered during the warranty period may be refurbished products or parts.

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

## 2.10 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 Understanding (MOU) between the agencies must be in place in order for the installation to be fully completed.

## 2.11 Law and Jurisdiction

This proposal and any contract arising from this proposal is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute, between the parties or relating in any way to the subject matter of this proposal and any contract arising from this proposal. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this proposal and any contract arising from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

# Exhibit "A"

## 2.12 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 system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

In the event of any liability of Forensic Technology to Customer related to the equipment or the services, the liability shall be limited to the lesser of (a) Customer proven direct damages, or (b) the purchase price of the equipment and the services with respect to which the alleged losses or damages are claimed.

## 2.13 Termination for Convenience

Upon written notice 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.

## 2.14 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, whether foreseeable or not. 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; 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 the transactions contemplated by this Proposal, including without limitation any applicable embargoes, sanctions laws, or export controls.

## 2.15 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement 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.

## 2.16 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.

## 2.17 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. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of 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. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in 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: <https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice>.

## 2.18 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
  - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
  - to another person with the intention to reward a person for the improper performance of such a function or activity;
  - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;

## Exhibit "A"

- to a Public Official (or his representative), any political party or party official, any candidate for political office:
  - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
  - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
  - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
- to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

### 3 Scope of Services

This section details the services included in this proposal.

#### 3.1 Site Survey

Forensic Technology requires that the Customer complete a Site Survey ahead of equipment shipment. The purpose of this survey is to verify that the site selected by the Customer for the installation of the system complies with the site requirements described in the IBIS Facility Requirements Overview.

Elements to be verified include, but are not limited to:

- Floor plan with dimensions of the proposed location (Forensic Technology may require photographs to be submitted)
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

The assigned Project Manager will provide the Customer with the Facility Requirements and will be available to answer questions that arise.

If the Customer finds that the results of the Site Survey are unsatisfactory, Forensic Technology will outline recommendations to ensure the site is ready to receive the system.

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

#### 3.2 Equipment Transport and Delivery

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

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information

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 supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

#### 3.3 Installation

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

Description	Duration
NIBIN Cartridge Cases Acquisition & Triage Package	Within one (1) working day
NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	Within one (1) working day

## Exhibit "A"

**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.

### 3.4 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.

### 3.5 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 meet ATF certification requirements in order to be granted access to NIBIN by ATF.**

#### 3.5.1 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 introductory online courses. These courses are introductory level, designed for trainees who are not yet familiar with IBIS technology.

#### 3.5.2 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees. Duration and content will vary based on the equipment purchased and will be confirmed at a later date.

#### NOTES:

1. Trainees can be exempt from the triage training course under the following conditions:
  - The trainee is a Firearms Examiner, or
  - The trainee is an experienced IBIS technician familiar with performing triage, or
  - The Customer will provide its own triage training prior to the BRASSTRAX training.
2. All users must complete the MATCHPOINT Correlation Review Training before performing correlation reviews. This training will take place thirty (30) days after the successful completion of the BRASSTRAX Acquisition and Triage Training (see Note 3).

## Exhibit "A"

### NOTES – Continued:

3. The Customer has the option to receive the MATCHPOINT Correlation Review Training directly from ATF via the ATC NNCTC located in Huntsville, AL. If the Customer chooses this option, the Customer will be responsible for coordinating training directly with ATF. For more information please contact: NIBIN-Training@ATF.gov.
4. Please see the attached brochure for additional details on training programs.

### 3.5.3 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 or NIBIN Authorized Trainer (NAT) 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 trainer also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Solutions team.

### 3.6 SafeGuard Warranty

The proposed IBIS equipment includes a one-year SafeGuard Warranty covering parts, labor and software upgrades that commences upon the successful completion of the On-Site Acceptance, or three (3) months from the date of shipment, whichever occurs first.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology’s SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

### NOTES:

1. If the on-site Test Procedure takes place more than three (3) months from the date of shipment due to delays in the installation of JUTNet communication lines, the start of the warranty will be postponed accordingly.
2. Please see the attached brochure for additional details on SafeGuard.

# Exhibit "A"

## 4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

### 4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32 and 122 degrees Fahrenheit) with a relative humidity between 50% and 70%.

#### 4.1.1 Crate Dimensions

The equipment is delivered in wooden crates and the dimensions are as follows:

Option	Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
		Crate 1	Crate 2
1.	NIBIN Cartridge Cases Acquisition & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb
2.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb

### 4.2 Environment

**Air conditioning is mandatory.** The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

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

### 4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
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" x D97" x standard room height.
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.



## Exhibit "A"

Equipment	Footprint
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" x D30" x standard room height.
PAG800 Stereo Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

### 4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo Zoom Microscope	N/A	

**NOTE:** All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.

### 4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.

**NOTE:** Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.

### 4.6 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:

- 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.
- 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), 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.



## Software License Agreement for the IBIS Family of Products

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

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

### End-User License Agreement

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

#### 1. GRANT OF LICENSE

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

#### 2. RESTRICTIONS

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

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



Licensee further agrees:

- a. to prohibit publication of any results of benchmark tests run on third party software provided with the Software;
- b. that it will not require the third party or embedded software manufacturers to perform any obligations or incur any liability not previously agreed to between Ultra Electronics Forensic Technology Inc. and such third party or embedded software manufacturer;
- c. to permit Ultra Electronics Forensic Technology Inc. to audit the Licensee's use of the Software and report such use to third party or embedded software manufacturers if so required by their license agreements;
- d. that a third party or embedded software manufacturer may be designated as a third party beneficiary of this Agreement;
- e. if the Licensee is located in the U.S., this transaction excludes the application of the Uniform Computer Information Transactions Act;
- f. that Ultra Electronics Forensic Technology Inc. and any third party and/or embedded software manufacturers retain all ownership and intellectual property rights to the programs;
- g. that some programs may include source code that a third party embedded software manufacturer may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement;
- h. that any data transfer will be done through the IBIS software.

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

### **3. SUPPORT SERVICES**

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

### **4. LIMITED WARRANTY**

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

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



**FORENSIC TECHNOLOGY MAKES NO WARRANTY THAT THE SOFTWARE CONTAINS NO DEFECTS OR WILL RUN ERROR FREE.**

**EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LOCAL LAW, FORENSIC TECHNOLOGY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT, AND THE DELIVERY OR THE FAILURE TO DELIVER SUPPORT SERVICES.**

## **6. LIMITATION OF LIABILITY**

**EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LOCAL LAW, IN NO EVENT SHALL FORENSIC TECHNOLOGY OR ANY THIRD PARTY SOFTWARE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE DELIVERY OR FAILURE TO DELIVER SUPPORT SERVICES, EVEN IF FORENSIC TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

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

## **8. GENERAL PROVISIONS**

- 8.1 **LAW TO GOVERN.** This Agreement shall be governed by the laws of the State of Maryland.
- 8.2 **ASSIGNMENT OF RIGHTS.** You may permanently assign and transfer all of your rights under this Agreement, provided: (i) you transfer to the recipient the Software and this Agreement, (ii) you retain no copies of the Software; and (iii) the recipient agrees to be bound by the terms and conditions of this Agreement. In the event of permanent assignment and transfer of your rights to another party, you must inform Ultra Electronics Forensic Technology Inc. in writing of such an event, and provide Ultra Electronics Forensic Technology Inc. with the appropriate information on such party.



- 8.3 **TITLES AND SUBTITLES.** The titles and subtitles used in this Agreement are used for convenience only and do not constitute a part of this Agreement.
- 8.4 **SEVERABILITY.** If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 8.5 **NON-WAIVER.** No failure by Ultra Electronics Forensic Technology Inc. to take action on account of any default by you shall constitute a waiver of any such default or of the performance required.
- 8.6 **ENTIRE AGREEMENT.** This Agreement, together with any additional conditions in the contract under which the Products were procured, is the sole agreement between you and Ultra Electronics Forensic Technology Inc. with respect to the subject matter hereof. This Agreement supersedes all prior agreements or discussions between you and Ultra Electronics Forensic Technology Inc. with respect to the Software.
- 8.7 **MODIFICATION.** Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of you and Ultra Electronics Forensic Technology Inc.
- 8.8 **COMMERCIAL SOFTWARE LICENSES.** Licensee recognizes that IBIS® uses certain commercial software packages, some of which have been purchased by and licensed to Ultra Electronics Forensic Technology Inc. By using the IBIS product, Licensee is required to accept the transfer of the license agreements and all related terms and conditions of such software programs.
- 8.9 **US GOVERNMENT RESTRICTED RIGHTS:** this computer software is submitted with restricted rights. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(1) of FAR clause 52.227-19 Commercial Computer Software License (Dec2007) or as otherwise expressly stated in the contract.

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