

# Contract Abstract

## Contract Information

Contract & Solicitation Title: **Forensic Technology Equipment and/or, SafeGuard Warranty and Protection Plan**

Contract Summary: **Contractor agrees to provide the equipment and/or, SafeGuard Warranty and Protection Plan.**

Contract Number: **6518708** Solicitation Number: **N/A** Requisition Number: **SS2022095**

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): **No**

Type of Contract/PO: **Multi-Year Contract** **Requires Council Legislation:** **Yes**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): **No**

**Sexual Harassment Training Required** (per BL2018-1281): **Yes**

Estimated Start Date: **01/25/2025** Estimated Expiration Date: **01/24/2028** Contract Term: **36 Months**

Estimated Contract Life Value: **\$719,000** Fund:\* **10101** BU:\* **31121760**

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: **Net 30** Selection Method: **Sole Source**

Procurement Staff: **Terri Ray** BAO Staff: **Jeremy Frye**

Procuring Department: **Police** Department(s) Served: **Police**

## Prime Contractor Information

Prime Contracting Firm: **Forensic Technology Inc** ISN#: **1011487**

Address: **7975 114th Avenue N, Suite 2500,** City: **Largo** State: **FL** Zip: **33773**

Prime Contractor is a **Uncertified/Unapproved**: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: **Florencia Escobar** Email Address: **registrations@leadsonline.com** Phone #: **727 295 8470**

Prime Contractor Signatory: **Alvaro Venegas** Email Address: **Alvaro.Venegas@leadsonline.com**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* **N/A**

Amount: **N/A** Percent, if applicable: **N/A**

*Equal Business Opportunity (EBO) Program:* **Program Not Applicable**

MBE Amount: **N/A** MBE Percent, if applicable: **N/A**

WBE Amount: **N/A** WBE Percent, if applicable: **N/A**

*Federal Disadvantaged Business Enterprise:* **No**

Amount: **N/A** Percent, if applicable: **N/A**

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): **No**

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<b>Forensic Technology Inc</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>N/A</b>	<b>N/A</b>	<b>Approved Sole Source Form</b>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<b>Select from the Following:</b>

Contract 6518708

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Forensic Technology Inc. (CONTRACTOR)** located at **7975 114th Avenue N, Suite 2500, Largo, FL 33773**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A – Proposal*
  - *Exhibit B - MISA Terms and Conditions*
  - *Exhibit C -Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the equipment and/or, SafeGuard Warranty and Protection Plan, as indicated in Exhibit A (Proposal).

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") this Contract is duly executed by all required parties and filed in the Metro Clerk's Office. The Contract Term will end thirty-six (36) months from the Effective Date.

The Contract Term may be extended by mutual agreement between the parties via a formal Contract Amendment. . However, in no event shall the Contract Term of this Contract exceed sixty (60) months from the Effective Date.

Contract 6518708

#### **4. COMPENSATION**

##### **4.1. Contract Value**

This Contract has an estimated value of \$719,000.00. Purchase Orders will be issued against this contract by METRO to the CONTRACTOR during the Contract Term. The pricing details are included in Exhibit A and are made a part of this Contract by reference. The CONTRACTOR shall invoice and METRO shall pay as further outlined in Exhibit A (Proposal).

##### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days.

##### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR as follows:

CONTRACTOR shall be paid for products upon receipt in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO. CONTRACTOR shall be paid in advance in consideration of METRO's subscription to CONTRACTOR's services.

##### **4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments. If the Contract Term is extended via a Contract Amendment, the pricing shall be mutually negotiated between the parties accordingly.

##### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

##### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

##### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

## 5. TERMINATION

### 5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

### 5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

### 5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work.

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### 6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### 6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

### 6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### 6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

### **7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

### **7.6. Cyber Liability Insurance**

Cyber Liability Insurance in the amount of four million (\$4,000,000.00) dollars.

### **7.7. Technological Errors and Omissions Liability Insurance**

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars.

### **7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section, and provide that such insurance shall not be cancelled, except on 30 days' prior written notice or 10 days' prior notice for non-payment of premium (as applicable) to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services. (Retention for the Cyber Liability and Technology E&O is \$100,000 per claim)

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**8. GENERAL TERMS AND CONDITONS****8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

**8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

**8.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

#### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

#### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information

contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

- For CONTRACTOR managed systems, CONTRACTOR shall maintain antivirus controls in compliance with US Department of Justice NIBN security requirements.

### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers

and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

#### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.18. Israel Anti-Boycott Act**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

**8.19. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.20. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.21. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**8.22. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

Contract 6518708

### 8.23. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (Preferred Method)**

**OR**

**METRO'S PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

### 8.24. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

### 8.25. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### 8.26. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

### 8.27. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

### 8.28. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: 6518708

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Forensic Technology Inc.

Attention: Alvaro Venegas

Address: 7975 114th Avenue N., Suite 2500, Largo, FL 33773

Telephone: 727-826-7235

Fax: 727-826-7254

E-mail: registrations@leadsonline.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: CT Corporation System

Attention: N/A

Address: 300 Montvue Road, Knoxville, TN 37919

Email: Ct-statecommunications@wolterskluwer.com

**[SPACE INTENTIONALLY LEFT BLANK]**

**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6518708
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	MNPD
<b>Attention</b>	Heather Watson
<b>Address</b>	400 Myatt Dr Ste 200 Madison, TN 37115
<b>Telephone</b>	615.880.1206
<b>Email</b>	heather.watson@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Heather Watson
<b>Title</b>	Forensic Services Division Business Manager
<b>Address</b>	400 Myatt Dr Ste 200 Madison, TN 37115
<b>Telephone</b>	615.880.1206
<b>Email</b>	heather.watson@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter nine of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter nine of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6518708

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Chief of Police John Drake SM  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:

Dennis Rowland Dec  
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennene Reed/Mdl EF  
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos B  
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Forensic Technology Inc.  
Company Name

Alvaro Venegas  
Signature of Company's Contracting Officer

Alvaro Venegas  
Officer's Name

President  
Officer's Title



Exhibit A – Proposal for Contract 6518708

# Proposal for IBIS® Systems, ClearCase™, & SafeGuard Warranty Services

**Submitted to the: Metro Nashville Police Department**

400 Myatt Drive, Suite 200

Madison, TN 37115

**Attention:**

Ryan Kent, Firearm and Toolmark Unit Supervisor

Crime Laboratory

**By: Forensic Technology Inc.,**

7975 114th Ave. North, Suite 2500

Largo, FL 33773-5028

Date: January 6, 2025

Reference No.: S-10656, Rev. 05



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**Annexes**

- Sole Source Letter
- Schedule 1 ClearCase Solution Overview
- Schedule 2 ClearCase SafeGuard Services
- Schedule 3 ClearCase Terms and Conditions
- Ways to join NIBIN
- IBIS Training Programs
- Services covered by SafeGuard

# 1 IBIS Equipment Solution Executive Summary

**Forensic Technology Inc.**, an authorized reseller of **Projectina AG**, (hereinafter referred to as **Forensic Technology**), is pleased to provide the **Metro Nashville Police Department** (hereinafter referred to as the **Customer**) with this proposal for our latest generation of Integrated Ballistic Identification System (**IBIS®**) and Projectina PAG800 Stereo Zoom Microscope.

## 1.1 IBIS 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.

Solution	Description
1	<b>NIBIN Cartridge Cases Acquisition, Analysis &amp; Triage Package</b> , comprising: <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>
2	<b>IBIS® CLEARCASE™ Solution</b> , comprising: <ul style="list-style-type: none"> <li>- One (1) CLEARCASE™ Acquisition Station with Power supply</li> </ul>
3	<b>3-Year SafeGuard Warranty Protection Plan</b>

### NOTE:

1. Please see the attached brochure "Ways to join NIBIN" for detailed product features and functionality.
2. Pricing shown relates to purchases during Years 1, 2 & 3. Year 1 is applicable to PO's received on or before December 31, 2025, Year 2 is applicable to PO's received on or before December 31, 2026, Year 3 is applicable to PO's received on or before December 31, 2027.

## 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. Charlie Patterson** in Dumfries, Virginia at telephone number +1 571 456 6248 or via e-mail at [charlie.patterson@leadsonline.com](mailto:charlie.patterson@leadsonline.com).

## 2 Solution 1 Pricing: IBIS Equipment Purchase

This section details our prices and standard terms.

Description	Year 1, for PO's received in 2025	Year 2, for PO's received in 2026	Year 3, for PO's received in 2027
<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> <li>- One (1) Cartridge Case Training Kit</li> <li>- One (1) color printer</li> <li>- One-year SafeGuard Warranty</li> <li>- Shipping and handling charges <b>DDP Customer Premises (Incoterms® 2020)</b>, unloaded</li> <li>- Installation and commissioning, and on-site training</li> </ul>	<b>\$235,658</b>	<b>\$243,343</b>	<b>\$251,545</b>

### 2.1 Optional Items

Year 1, for PO's received in 2025	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Total Price (USD)
1.	One (1) additional year	\$28,318	(\$984)	\$27,334
2.	Two (2) additional years	\$57,486	(\$2,818)	\$54,668

Year 2, for PO's received in 2026	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Total Price (USD)
3.	One (1) additional year	\$29,242	(\$1,016)	\$28,226

#### NOTES:

1. Pricing in this proposal includes security components as mandated by ATF.
2. 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.
3. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.

**NOTES: Continued**

- 4. 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.**
- 5. Pricing above assumes installation will be at the Existing Customer site (023US). Should the Customer wish to purchase equipment for a new site, Forensic Technology reserves the right to revise the pricing.**
- 6. Pricing above relates to purchases during Years 1, 2 & 3 as follows:**
  - Year 1 is applicable to PO's received on or before December 31, 2025**
  - Year 2 is applicable to PO's received on or before December 31, 2026**
  - Year 3 is applicable to PO's received on or before December 31, 2027**
- 7. 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.**

### 3 Solution 2 Pricing: IBIS® CLEARCASE™ Solution

Year	IBIS ClearCase Solution	Total Price (USD)
		3 years
1	<b>IBIS CLEARCASE for PO's received before December 31, 2025, comprising:</b> One (1) CLEARCASE™ Acquisition Station with Power supply One (1) Ethernet Cable One (1) Wi-Fi USB Adapter Twenty (20) Triage Casing Holders (TCH) SafeGuard Support and cloud storage services Initial Setup Support Call during Installation, Commissioning & Troubleshooting Two Hundred (200) Standard NFC Stickers Two Hundred (200) Sterile LOCI Tubes Two Hundred (200) Tamper-Proof NFC Stickers Shipping and Handling Services	\$69,489
2	IBIS ClearCase Solution as described above for PO's received before December 31, 2026	\$73,322
3	IBIS ClearCase Solution as described above for PO's received before December 31, 2027	\$77,606

#### 3.1.1 Additional Consumables for ClearCase™ for PO's received in 2025

Option	Consumable Accessories	Unit Price	Min. Qty.	Total Price (USD)
1.	LOCI Tubes	\$3,70	200	\$740
2.	Tamper Proof NFC Stickers	\$2,30	200	\$460
3.	Standard NFC Stickers	\$1,20	200	\$240

#### NOTES:

1. All prices are quoted in United States Dollars and exclude sales and/or withholding tax.
2. For a ClearCase equipment to be and remain operational, a valid ClearCase Solution agreement must be in place.
3. Equipment include shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded.

**NOTES – Continued:**

- 4. Pricing for additional Consumables after December 31, 2025 (LOCI Tubes, Tamperproof & Standard NFC stickers) will be priced upon request, for years 2026 and 2027, and quoted by FT per the number of units and shipping.**
- 5. Equipment delivery will be within one hundred and eighty (180) days after receipt and acceptance of a purchase order, subject to confirmation at time of order acceptance.**
- 6. Pricing above relates to purchases during Years 1, 2 & 3 as follows:**
  - Year 1 is applicable to PO's received on or before December 31, 2025**
  - Year 2 is applicable to PO's received on or before December 31, 2026**
  - Year 3 is applicable to PO's received on or before December 31, 2027**
- 7. Standard Terms for the ClearCase Solution are included as attachments as follows:**
  - Schedule1 ClearCase Solution Overview**
  - Schedule 2 ClearCase SafeGuard Services**
  - Schedule 3 ClearCase Terms and Conditions**

4      **Solution 3 Pricing: SafeGuard Warranty Protection Plan (Existing Equipment)**

Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.

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.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00001285	February 2024
IBIS® BRASSTRAX Acquisition Station	BRTX00000659	February 2016
IBIS® MATCHPOINT Analysis Station for Cartridge Cases	MPP2392	
IBIS® MATCHPOINT Analysis Station for Cartridge Cases	MPP2393	

4.1      **Pricing Options**

In addition to a twelve-month renewal, Forensic Technology is pleased to offer multi-year Safeguard Protection Plan options which yield substantial savings achieved as a result of loyalty discounts and the absence of annual indexation.

4.2      **Year 1: Applicable to PO’s received in 2025**

4.2.1      **Advanced Payments**

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2
Coverage Period	<b>Twelve (12) Months</b> February 13, 2025 to February 12, 2026	<b>Thirty-six (36) Months</b> February 13, 2025 to February 12, 2028
Price	\$63,905	\$197,525
Multi-Year Discount	Not Applicable	(\$13,629)
<b>Total Price (USD)</b>	<b>\$63,905.00</b>	<b>\$183,896.00</b>

4.2.2      **Annual Payments**

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer’s Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 3	Option 4
Coverage Period	<b>Twenty-four (24) Months</b> February 13, 2025 to February 12, 2027	<b>Thirty-six (36) Months</b> February 13, 2025 to February 12, 2028
Price	\$129,728	\$197,525
Multi-Year Discount	(\$3,243)	(\$9,876)
<b>Total Price (USD)</b>	<b>\$126,485.00</b>	<b>\$187,649.00</b>
Annual Payment	\$63,242.50	\$62,549.67

## 4.3 Year 2: Applicable to PO's received in 2026

### 4.3.1 Advanced Payments

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2	Option 3
Coverage Period	<b>Twelve (12) Months</b> February 13, 2026 to February 12, 2027	<b>Twenty-four (24) Months</b> February 13, 2026 to February 12, 2028	<b>Thirty-six (36) Months</b> February 13, 2026 to February 12, 2029
Price	\$65,823	\$133,620	\$203,451
Multi-Year Discount	Not Applicable	(\$4,643)	(\$14,038)
<b>Total Price (USD)</b>	<b>\$63,905.00</b>	<b>\$128,977</b>	<b>\$189,413</b>

### 4.3.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 4	Option 5
Coverage Period	<b>Twenty-four (24) Months</b> February 13, 2026 to February 12, 2028	<b>Thirty-six (36) Months</b> February 13, 2026 to February 12, 2029
Price	\$133,620	\$203,451
Multi-Year Discount	(\$3,340)	(\$10,172)
<b>Total Price (USD)</b>	<b>\$130,280.00</b>	<b>\$193,279.00</b>
Annual Payment	<b>\$65,140.00</b>	<b>\$64,426.33</b>

## 4.4 Year 3: Applicable to PO's received in 2027

### 4.4.1 Advanced Payments

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2
Coverage Period	<b>Twelve (12) Months</b> February 13, 2027 to February 12, 2028	<b>Twenty-four (24) Months</b> February 13, 2027 to February 12, 2029
Price	\$67,797	\$137,628
Multi-Year Discount	Not Applicable	(\$4,782)
<b>Total Price (USD)</b>	<b>\$63,905.00</b>	<b>\$132,846</b>

### 4.4.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 3
Coverage Period	<b>Twenty-four (24) Months</b> February 13, 2027 to February 12, 2029
Price	\$137,628
Multi-Year Discount	(\$3,440)
<b>Total Price (USD)</b>	<b>\$134,188.00</b>
<b>Annual Payment</b>	<b>\$67,094.00</b>

#### NOTES:

1. 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.
2. Software upgrades, repairs and/or reactivation fees might apply in case of interruption of SafeGuard services. Please see the Exclusion and Discontinuation of SafeGuard Clauses in the Terms & Conditions section.

## 5 Standard Terms

This section details our standard terms for the IBIS Equipment Purchase (see Solution 1) and SafeGuard Warranty and Protection Plan (see Solution 2).

Standard Terms for the ClearCase Solution (see Solution 2) are included as attachments as follows:

- Schedule 1 ClearCase Solution Overview
- Schedule 2 ClearCase SafeGuard Services
- Schedule 3 ClearCase Terms and Conditions

### 5.1 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 this proposal is valid as stated below and is subject to change without notice.

Pricing for Year 1 applies to Purchase Orders received and accepted on or before December 31, 2025.

Pricing for Year 2 applies to Purchase Orders received and accepted on or before December 31, 2026.

Pricing for Year 3 applies to Purchase Orders received and accepted on or before December 31, 2027.

### 5.2 Currency

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

### 5.3 Payment Terms

#### Equipment Purchase

Solution		Payment Terms
1	IBIS Equipment	Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days of receipt of invoice but in any event shall make payment within 60 days
2	ClearCase Solution	Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days of receipt of invoice but in any event shall make payment within 60 days
3	SafeGuard Warranty Protection Plan	SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.
		SafeGuard fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract, payable net thirty (30) days from the date of our invoice.

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

## 5.4 Equipment Delivery (Solution 1 & 2 only)

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.

## 5.5 Shipping, Duties, Taxes and Fees (Solution 1 & 2 only)

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.**

## 5.6 Property Title and Risk of Loss (Solution 1 & 2 only)

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.

## 5.7 Warranties, Material and Workmanship (Solution 1 & 2 only)

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.

## **5.8 Connection to NIBIN (Solution 1 & 2 only)**

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.

## **5.9 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.

## **5.10 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. Liability related to the PO will be capped at 2x value of the Contract.

## **5.11 Termination for Convenience**

Intentionally Omitted.

## **5.12 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.

### 5.13 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.

### 5.14 Exclusions (Solution 3 only)

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.

### 5.15 Discontinuation of SafeGuard (Solution 3 only)

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 reactivation 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.

### 5.16 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.

### 5.17 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 link: [Data Privacy, Cookies & Modern Slavery Statement | Forensic Technology](#).

## 5.18 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;
  - 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.

## 6 Scope of Services (Solution 1 & 2 only)

This section details the services included in this proposal.

### 6.1 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.**

### 6.2 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.

### 6.3 Installation

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

Solution		Duration
1	IBIS Equipment	Within one (1) working day.
2	ClearCase Solution	N/A (Self-Installed)
3	SafeGuard Warranty Protection Plan	N/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.

## 6.4 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.

## 6.5 Training Program (Solution 1 only)

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.**

### 6.5.1 Online Introductory Training (Solution 1 & 2 only)

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.

### 6.5.2 On-Site Basic User Training (Solution 1 only)

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).
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](mailto:NIBIN-Training@ATF.gov).
4. Please see the attached brochure for additional details on training programs.

### 6.5.3 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.

### 6.6 SafeGuard Warranty (Solution 1 only)

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.**

### 6.7 SafeGuard Services (Solution 2 only)

The proposed IBIS ClearCase Solution includes three-years SafeGuard Warranty covering parts, labor, cloud data access storage and retention and software upgrades that commences upon the successful delivery of the equipment at the Customer site, or three (3) months from the date of shipment, whichever occurs first.

For additional information on SafeGuard Services for ClearCase, please see Schedule 2\_ClearCase SafeGuard Services.

## 7 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.

### 7.1 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%.

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

Solution	Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
		Crate 1	Crate 2
1	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb
2	ClearCase Acquisition Station	30 X 20 X 35	N/A
		55 lb	

### 7.2 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.

### 7.3 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.

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.
IBIS® ClearCase™ Solution	The ClearCase™ 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 W48" x D72" 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.

## 7.4 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
ClearCase Acquisition Station	1500 VA	205
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.**

## 7.5 Communication Lines (Solution 1 only)

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.**

## 7.6 Communication Lines (Solution 2 only)

The Customer must provide and maintain at its cost one (1) high-speed Internet line (see specifications below) for communication with servers. The same high-speed Internet line is used for remote technical support, assuming the bandwidth requirements listed below are met.

Specifications for High-Speed Internet Line	
Type	High speed internet with upload speeds of at least 2 Mbps at the client's discretion
Service Level Agreement	95% availability recommended to ensure optimal network performance and high-quality service
Line Speed for Network of Systems	Minimum of 2 Mbps download and upload, with contention ratio of not more than 20:1
IP Address Assignment	Statically configured or dynamically assigned (but IP address must not change)
Physical Connection	Ethernet RJ-45
Other Requirements	The service provider equipment (e.g., modem) must not be configured with any security (i.e., no firewall) that impedes outgoing communication to our servers

## 7.7 Local Area Network (LAN) (Solution 1 only)

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.

## 7.8 Local Area Network (LAN) (Solution 2 only)

The proposed system communicates via a Fast Ethernet (100Base-T) LAN with the following connectivity requirements:

The LAN cable length provided by LeadsOnline is 6' (feet), therefore the distance to the LAN connector and the system components (installed and to be installed) should not exceed 6' (feet)

## 8 SafeGuard Warranty and Protection Plan (Solution 1 & 2 only)

This document describes the scope of after-sales support and services offered by Forensic Technology for the IBIS® components located in Metro-Nashville, TN USA (site 023US), as detailed in Solution 1 and 2.

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

Forensic Technology strives to achieve excellence in delivering Customer Service. 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, models its support services on Information Technology Infrastructure Library (ITIL) best practices and utilizes customer care activities to allow direct access to the Forensic Technology Support Management Team. Additionally, Forensic Technology sends a Customer Satisfaction survey to users that have contacted the Support Center. This survey is an important tool for assessment of a Customer's experience and helps to establish priorities in Forensic Technology's continuous improvement process.

### Services Covered by SafeGuard

The SafeGuard Warranty and Protection Plan related to IBIS equipment includes all of the Services as covered in the following sections.

### Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- 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: [fti.support@ultra-ft.com](mailto:fti.support@ultra-ft.com)
- Support resources at Forensic Technology's Web site: [FTI.support@leadsonline.com](mailto:FTI.support@leadsonline.com).

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

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

### Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities.

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 if required.
3. On-site diagnosis visit: If telephone, email or remote support (please refer to SafeGuard Specific Terms) methods are insufficient to 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 incident 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 with the estimated time required 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.

## **Assistance with Custom Report Templates**

IBIS 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.

## **Proactive Warning Service (PWS)**

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

- Percentage of free disk space
- Percentage of free memory

When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's GCS team, who will then initiate corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

**NOTE: PWS is not yet available on NIBIN. Once approved by ATF, this service will be enabled on all IBIS systems connected to NIBIN.**

## 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. All charges related to 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.

### NOTES:

- 1. 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.**
- 2. This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the replacement of defective hardware. 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.**

## Hardware Replacement – Special Circumstances

Forensic Technology strives to minimize down time experienced by Customers. As such, under special circumstances, Forensic Technology's GCS Support Manager may authorize the Customer to replace certain defective hardware/peripheral replacements themselves. These repairs will be coordinated with the Customer's resources and managed by GCS' Support Specialists, requiring the Customer's representative to follow explicit instructions.

## Workstation Refresh Program

The Workstation Refresh Program allows all IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope workstations (computer and monitor) covered by a SafeGuard Warranty and Protection Plan for at least seven (7) consecutive years to be refreshed at no additional charge to the Customer. This ensures that the Customer's IBIS and Quantum systems maintain compatibility with new software versions and operating systems, and keep performing optimally.

When eligible, the Customer will be contacted by Forensic Technology's GCS team to plan and schedule workstation refresh activities. To deliver the maximum value of this program, Forensic Technology will evaluate, prioritize and schedule the refresh activities while ensuring minimal downtime and seamless operations. Forensic Technology commits to the supply of spare parts for a period of seven (7) years from the initial installation of the equipment. For IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope products installed for more than seven (7) years, Forensic Technology cannot guarantee its ability to refresh workstations, due to product End of Life or Obsolescence constraints.

## Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

## Ongoing User Training and Skill Development

Forensic Technology has developed a blended learning approach which enables users to become proficient in the IBIS and Quantum systems by leveraging a suite of online resources, training and events that offer continuous support and assistance.

### e-Learning

Forensic Technology offers a variety of resources on the e-Learning platform to inform users of the most recent developments, best practices, and new products.

All trained users with a SafeGuard agreement have access to a web-based e-Learning platform that hosts training content addressing all aspects of system. This content includes:

- Interactive training modules on individual IBIS acquisition and analysis stations
- How-To videos on specific acquisition and analysis tasks
- User documentation
- Protocol and Best Practice documents
- Recordings of webinars
- Tutorials and Release Notes on new software releases

Additionally, the e-Learning platform gives users the opportunity to contact and engage with Forensic Technology's trainers in the Virtual Classrooms. Prior to Basic User Training, participants will receive an email with their login credentials and a link to the e-Learning platform.

## Virtual Coaching Sessions

As a complement to training, Forensic Technology supports ongoing professional development for users via Virtual Classrooms. These remote coaching sessions with a trainer enable refinement of user skills, guidance on leveraging new functions and features, and exposure to new acquisition and analysis techniques. Virtual coaching sessions are delivered using the Customer's existing IBIS infrastructure having remote connectivity with Forensic Technology.

The responsive, dynamic sessions led by Forensic Technology's certified, multilingual trainers either one-to-one or in small groups offer an efficient way to maintain and up level skills to ensure that the Customer continues to achieve optimal performance from their IBIS and Quantum systems.

Virtual coaching sessions are provided for users that have completed Basic User Training and are working regularly with IBIS and Quantum components. This service is available to all users with a SafeGuard agreement, and there is no limit to the number of virtual coaching sessions a Customer can benefit from each year.

Examples of topics covered include:

- Assessment of user's acquisition and analysis technique
- Review of existing data entries
- Explanation of acquisition protocols
- Introduction of new functionalities
- Guidance on available training material

To request a virtual coaching session please contact Forensic Technology's support center.

## **Customer Care Program**

To support Customers in achieving optimal system performance, Forensic Technology assigns a dedicated GCS representative who will act as the point of contact for the Customer. This dedicated representative will serve as the liaison between the Customer and the GCS team for all SafeGuard services.

Assistance can be provided with generating system reports, reviewing the Annual Status Report, and addressing questions and concerns. The Customer Care Program focuses on a forward-looking approach to IBIS and Quantum system management, and Customers benefit from proactive recommendations targeted at improving utilization of the IBIS and Quantum systems and identifying opportunities for user skill development.

## **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 solution 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.

## **Software Upgrades**

While supported by SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities introduced by Forensic Technology. Software upgrades also address the life cycle management of third-party software including database management, and backup software. However, Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed essential.

Upgrades of workstation and server operating systems are excluded from the scope of our SafeGuard offering. If the Customer wishes to upgrade their operating systems, Forensic Technology can provide a proposal containing the cost and detailed information about this service.

## **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 upgrades either using a manual remote method or the 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 during off-work hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Executing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication lines. 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.**

## 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.**

## Backward Compatibility

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

## 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 workstations 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.

## 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's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, and other events.

## 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.

## Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, 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. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches (Operating system upgrades are excluded from the Advanced Security Package\*)
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

\* Please contact your sales representative if an operating system upgrade of the IBIS systems is required. When requested, Forensic Technology can perform an analysis of the needs and existing infrastructure and provide a proposal containing the costs and detailed migration plan.

**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.**

## Optional Services

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

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- Equipment Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

Please contact your Sales Representative for additional information.

**NOTE: Under special circumstances, relocation of equipment within the same building may be performed by the Customer under the guidance of Forensic Technology's GCS staff, after authorization by the GCS Manager. This service is offered upon certain conditions, which may include, timing and GCS Field Technician availability, proper communication ability, presence and approval of a technical Customer representative, assurance of new location meeting specifications, and agreement to strictly follow Forensic Technology's procedures and guidance. All related activities are managed by the GCS team involving remote Support Specialists, technicians and others, and must be scheduled and approved at least ten (10) business days in advance by all parties.**



Forensic Technology (Canada) Inc.  
800 Hymus Blvd  
Saint-Laurent, Quebec H4S 0B5  
CANADA  
Tel. +1.514.489.4247  
Toll Free +1.888.984.4247  
leadsonline.com

January 6, 2025

**Metro Nashville Police Department**

400 Myatt Drive, Suite 200  
Madison, TN 37115

**Subject: Sole Source Letter**

To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Forensic Technology (Canada) Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely yours,

A handwritten signature in cursive script that reads 'Stacy Stern'.

Stacy Stern  
Chief Revenue Officer (CRO)

## **SECTION A-1**

### **General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davidson County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 .**
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

## **SECTION A-2**

### **Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

## **SECTION AST**

### **Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

**4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;

**4.1.3** Education about password maintenance and security (including instructions not to share passwords);

**4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

**4.1.5** Education about workstation and portable device protection; and

**4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

**4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

**4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

**4.2.1** Instructions on how to identify Metro Government Information.

**4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

**4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

**4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

**4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

**4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

**5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

## **SECTION AV**

### **Protection Against Malicious Software**

- 1 **Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
- 2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

## **SECTION PES**

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List\_of\_persons\_pursuant\_to\_Tenn.\_Code\_Ann.\_12-12-106\_Iran\_Divestment\_Act\_updated\_with%20NY05.04.22.pdf

**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

**And Further Affiant Sayeth Not:**

Organization Name: Forensic Technology Inc.

Organization Officer Signature: Alvaro Venegas

Name of Organization Officer: Alvaro Venegas

President

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



# CERTIFICATE OF LIABILITY INSURANCE

9/1/2025

DATE (MM/DD/YYYY)

11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1534329 Forensic Technology Inc. 7975 114th Ave N, Largo FL 33773	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Fire Insurance Company	NAIC # 19682
	INSURER B : Trumbull Insurance Company	27120
	INSURER C : Hartford Casualty Insurance Company	29424
	INSURER D : --- SEE ATTACHMENT ---	
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 20360880 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	42 UUN AZ7TFV	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Not Applicable GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	42 UEN AF7890	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42 XHU AZ7W5X	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	42 WE AZ7TFA	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber/E&O/Professional Cargo	N	N	See Attachment	9/1/2024	9/1/2025	See Attached.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Re: Contract#: 6518708.

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insureds on the General Liability and Automobile Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

**20360880**

Metropolitan Government of Nashville and Davidson  
Purchasing Agent  
100 Metropolitan Courthouse  
Nashville, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Other: Cyber/E&O/Professional

Policy#:	MTP9046727 01
Policy Term:	11/01/2024-09/01/2025
Issuing Co.:	Indian Harbor Insurance Co.
Limit	\$ 5,000,000
Retention?	\$ 100,000

Other: Cargo

Policy#:	NY24CARZ0F4NA01
Policy Term:	09/01/2024 - 09/01/2025
Issuing Co.:	Navigators Insurance Company
Limit	\$ 5,000,000.00
Retention / Deductible	\$ 10,000.00

Issuing Company for Worker's Compensation

Arizona Hartford Insurance Company of the Southeast

Hartford Casualty Insurance Company NAIC #29424

Colorado Hartford Fire Insurance Company

Delaware Hartford Insurance Company of the Southeast

Florida Twin City Fire Insurance Company

Indiana Hartford Insurance Company of the Southeast

Maryland Property and Casualty Insurance Company of Hartford

Michigan Sentinel Insurance Company Ltd.

New Jersey Hartford Underwriters Insurance Company

Ohio Twin City Fire Insurance Company

Oregon Hartford Accident and Indemnity Company

South Carolina Sentinel Insurance Company Ltd.

Texas Hartford Insurance Company of Illinois

Virginia Hartford Insurance Company of Illinois

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
 

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

  - (a) During the policy period, and
  - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

**(1) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(2) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2. Supervisory, inspection, architectural or engineering activities.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## SECTION III - LIMITS OF INSURANCE

### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;



## CyberRiskConnect: Delivering expertise, solutions & innovation

*We appreciate your business and look forward to partnering with you.*

### UNDERWRITING & CLAIMS: A PARTNERSHIP

Our Underwriters and Claims professionals are a tight-knit, customer-focused team. Day in and day out, we work together to support our Insureds with exceptional service. Underwriters have the acumen to deliver consistent and tailored coverage offerings. Our Claims team, who are all attorneys, work with our Insureds to deliver sensible resolutions. Remember that your AXA XL Cyber & Technology policy includes a lot more than just coverage. It comes with our dedicated claims team who can help you navigate through a cyber security breach. Use the [Cyber Claims Road Map](#) as a quick reference for what to do.

### COMPREHENSIVE POLICY

CyberRiskConnect provides comprehensive coverage for Cyber, Technology and Media risks. The policy terms and conditions are broad and written with a simplified approach allowing our customers to easily understand coverage.

### CYBERRISKCONNECT.COM

Policyholders have access to our proprietary portal, [CyberRiskConnect.com](#). Resources are available to you and your organization related to incident response planning, privacy awareness training and access to educational videos.

### PROACTIVE BREACH SERVICES

Lower your cyber security risk and mitigate potential exposures through our proactive breach services. Please visit [CyberRiskConnect.com](#) for a list of our current pre-breach service providers. Discounted pre-breach services with these partners include:

- Network Vulnerability Testing
- IT Risk Assessments
- Incident Response Planning
- Security Awareness Training
- PCI Compliance
- Social Engineering and Phishing Campaigns

### BREACH RESPONSE SERVICES

As an Insured, you have access to an extensive global network of cyber security experts, one of the largest in the marketplace. You work directly with our [breach response partners](#) and have the ability to choose the right vendor for your organization. Our claims team will be there to guide you through the process.

If you suspect a cyber security incident has occurred, our dedicated response team, staffed with our claims experts, is ready to help you recover. We are available at all hours every day to take calls on our breach hotline (1-855-566-4724). Services available include:

- Computer Forensics
- Credit and ID Monitoring
- Data Breach Notification
- Call Center Operations
- Expert Legal Counsel
- Public Relations



## Cyber Liability

# Quick wins to reduce your cyber risk

### Keep software and hardware up to date

There are many free tools that conduct vulnerability scans of your network, both internal and external, to identify any existing vulnerabilities, whether on a server, operating system or application in use. According to Verizon's 2020 Data Breach Investigations Report, the exploitation of unpatched vulnerabilities was the second most common breach cause. Vulnerability scanning tools, like OpenVAS, are easy to use, free, and can identify vulnerabilities that should be remediated to avoid such common breaches.

### Implement Multi-Factor Authentication

Multi-factor authentication is an essential security control for any organization. However, if there are constraints on rolling out MFA to all users, at a minimum, organizations should enforce it for access to administrator accounts. This means that when a threat actor gains a foothold in a network, they won't be able to laterally compromise the administrator account using tools like Mimikatz and other credential stealing malware.

### Manage use of remote services

In 2020 the FBI published a warning regarding vulnerabilities related to Remote Desktop Protocol as it remains the primary entry point for hackers. We recommend disabling or removing remote services wherever possible. Do not allow remote access

directly from the internet and instead require access via VPN, again, with MFA enforced. Ensure that separate credentials are used for remote access to users' devices and whitelist IP addresses that are allowed to connect via RDP.

### Perform phishing training

Many successful cyber security incidents still rely on human error. As such, basic user security awareness training focused on the threat of phishing can significantly reduce cyber risk. Free phishing training can be found online and is generally simple to use. This training should be repeated at least quarterly to ensure users remain aware of the threat.

### Use a password manager

Passwords are the first – and often only – layer of defense for systems and applications. Due to the ever-increasing number of applications and accounts employees use for professional and personal use, many employees re-use weak passwords across different accounts so that they can remember them all. When passwords are compromised, this endangers all accounts that share the compromised password. A password manager overcomes these issues by issuing and securely saving unique passwords for all accounts, only requiring the employee to remember one strong password to access the password manager, instead of dozens of weak passwords.



### Backup your data securely

To respond effectively to a wide range of different cyber attacks, an organization needs to ensure it has recent backups. Hackers, particularly in ransomware incidents, target backups, by either deleting or encrypting them so that they cannot be used to restore data. As such, it is crucial to keep backup data off of the corporate network. Cloud backups with versioning are a good option, especially for small and medium sized organizations.

### Separate professional and personal account usage

Many organizations lack visibility for the applications in use on their devices, particularly when their employees are working from home. It is important to ensure that employees are aware that they are prohibited from using personal accounts for operational reasons. This provides a virtual firewall between an individual's professional and personal cyber risk.

### Block macro-embedded email attachments

One of the most common ways a threat actor will gain access to a network is through a phishing email containing a malicious attachment. Once opened, the attachment's payload exploits a vulnerability or directly executes on the user's system. Use restrictions such as blocking emails with macro-embedded attachments (.docm, .xlsm, etc.) unless absolutely necessary for business purposes.

### Enable logging and increase log retention

One of the most important aspects of incident investigation and response is an examination of the relevant server / device / application logs that serve as evidence during an incident investigation. Many organizations have not enabled logging or have a retention period so short that it will not be useful for investigation. IBM's 2020 Cost of a Data Breach Report states that data breaches take an average of 280 days to detect and contain.

### Check for involvement in data breaches

One quick method of checking whether employees have been involved in previous data breaches is to run their enterprise email address through HaveIBeenPwned. This allows users to check whether their email address has been involved in any data breaches that have been uploaded to the platform. If any users have been involved in a data breach, they should immediately change the password to the affected account and any other accounts that use the compromised password. This risk emphasizes the importance of not reusing passwords across multiple accounts.

1. According to Verizon's 2020 Data Breach Investigations Report 2  
According to IBM's 2020 Cost of Data Breach Report



To learn more, contact your  
AXA XL Cyber underwriter.



S-RM is a global consultancy that helps clients manage  
regulatory, reputational and operational risks.

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# CyberRiskConnect

Privacy, Security and Technology Insurance

## BINDER LETTER

**October 31, 2024**

Please be advised that the below referenced account, subject to the terms and conditions below is bound and shall remain in force for a period not to exceed sixty (60) days from the effective date of this binder.

### **BROKER**

---

A Grady Martin  
Lockton Companies, LLC  
1185 Avenue Of The Americas  
Suite 2010  
New York, NY 10036

### **NAMED INSURED**

---

LeadsOnline Parent LLC  
6900 Dallas Parkway  
Suite 825  
Plano, TX 75024

### **POLICY PERIOD**

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11/01/2024 - 09/01/2025

### **POLICY NUMBER**

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MTP9046727 01

### **INSURER**

---

Indian Harbor Insurance Company

### **PRODUCT**

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CyberRiskConnect TRD 050 0619 Click [here](#) to access our Policy Form.

**COVERAGE SCHEDULE****COMBINED POLICY AGGREGATE LIMIT**

\$ 5,000,000

**THIRD PARTY LIABILITY**

<b>COVERAGES</b>	<b>LIMIT</b>	<b>RETENTION</b>	<b>RETRO DATE</b>
Technology Products and Services	\$ 5,000,000	\$ 100,000	Full Prior Acts
Professional Services	\$ 5,000,000	\$ 100,000	Full Prior Acts
Media	\$ 5,000,000	\$ 100,000	Full Prior Acts
Privacy and Cyber Security	\$ 5,000,000	\$ 100,000	Full Prior Acts
Privacy Regulatory Defense, Awards and Fines	\$ 5,000,000	\$ 100,000	Full Prior Acts

**FIRST PARTY**

<b>COVERAGES</b>	<b>LIMIT</b>	<b>WAITING PERIOD/RETENTION</b>		
Business Interruption and Extra Expense	\$ 5,000,000	Loss of Business Income	Waiting Period	12 Hours
		Extra Expense	Retention	\$ 100,000
		<b>RETENTION</b>		
Data Recovery	\$ 5,000,000			\$ 100,000
Cyber-Extortion and Ransomware	\$ 5,000,000			\$ 100,000
Data Breach Response and Crisis Management Coverage	\$ 5,000,000			\$ 100,000

**OPTIONAL BUSINESS INTERRUPTION AND EXTRA EXPENSE ENHANCEMENTS – ADDED BY ENDORSEMENT**

<b>COVERAGES</b>	<b>LIMIT</b>	<b>WAITING PERIOD/RETENTION</b>		
System Failure	\$ 5,000,000	Loss of Business Income	Waiting Period	12 Hours
		Extra Expense	Retention	\$ 100,000
Dependent Business Interruption	\$ 5,000,000	Loss of Business Income	Waiting Period	12 Hours
		Extra Expense	Retention	\$ 100,000
Dependent Business Interruption System Failure	\$ 5,000,000	Loss of Business Income	Waiting Period	12 Hours
		Extra Expense	Retention	\$ 100,000

**PREMIUM:**

**NOTICES AND ENDORSEMENTS - the following will be added to the Policy**

Number	Form Number	Title
Notice	PN TX 01b 0824	Texas Notice (Complaint)
Notice	CyberRiskConnect Breach Hotline 0119	AXA XL Cyber Breach Hotline
Notice	PN CW 05 0519	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
Notice	PN CW 01 0123	Fraud Notice
Notice	PN CW 02 0119	Privacy Policy
Notice	NTD 018 0120	Claims Reporting Information
Notice	IL MP 9104 0124 IHIC	In Witness - Indian Harbor Insurance Company
1	TVI 900 0817	Terrorism Insurance Coverage and Premium Disclosure
2	TRD 407 0617	Amended Definition of Executive Officer (CEO, CIO, CISO, RM and GC)
3	TRD 413 0718	Amended Subsidiary Threshold Endorsement (50% threshold)
4	TRD 437 0917	Dependent Business Interruption Coverage Endorsement
5	TRD 438 1218	Dependent Business Interruption - System Failure Coverage Endorsement
6	TRD 439 0918	System Failure Coverage Endorsement
7	TRD 566 0318	Law Enforcement Cooperation Endorsement
8	TRD 569 0918	Consequential Reputation Loss Endorsement (\$5,000,000 Limit; Period of Indemnity 6 Months; Waiting Period 2 Weeks)
9	TRD 581 1219	Bricking Coverage Endorsement (\$ 5,000,000 Limit)
10	TRD 834 0823	Privacy Regulatory Endorsement
11	TRD 802 0119	Voluntary Shutdown Endorsement (\$ 5,000,000 Limit)
12	TRD 816 0223	Utility Fraud Endorsement (\$100,000 Aggregate Limit): Crypto-Jacking: \$100,000 Limit Telecommunications Fraud: \$100,000 Limit
13	TRD 830 0720	Amended Definition of Network Endorsement - BYOD/WFH
14	TRD 835 0122	Ransomware Sub-Limit Endorsement: FULL LIMITS \$5M Coinsurance: Insured 0% / Insurer 100% Retention: \$100k Waiting Period: 12 Hours
15	XL-TXSOP 0118	Service of Process
16	TRD 538 1217	Amendatory Endorsement
17	TRD 633 0624	War Exclusion Endorsement v3
18	TRD 866 0124	<b>Additional Insured Endorsement – Non-Vicarious –</b> NightHawk.Cloud, Inc - \$5,000,000 Retro: Technology Products and Services - 1/10/2022 Professional Services - 1/10/2022 Media - FPA Privacy and Cyber Security - FPA Privacy Regulatory Defense, Awards and Fines – FPA

PN TX 01b 0824 Texas Notice (Complaint) – Click [here](#) to access the notice.

**PROFESSIONAL SERVICES**

Consulting professional services for others for a fee

## SUBJECTIVITIES

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Issuance of this policy of insurance to which this binder applies is contingent upon the Company's receipt and approval of the following information:

1. None.

Additional information must be received within (30) thirty days of the date of this binder at which time, the company, in reliance upon such information will make a determination as to policy issuance. Failure to remit all requested information within (30) thirty days of the date of this binder will result in the immediate termination of this binder.

## COMMISSION

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20%

***This coverage is provided by a non-admitted (surplus lines) insurance company. It is the responsibility of the surplus lines broker to collect and remit any applicable surplus lines tax and stamping fee and any applicable state surcharges.***

Premiums must be remitted within (30) thirty days of the effective date.

If you have any questions, please contact me at (203) 274-3552. Thank you for thinking of AXA XL for your Cyber and Technology risk needs. We look forward to working with you on other opportunities in the near future.

Sincerely,

*Robert Sargent*

**Robert Sargent**  
Cyber Underwriter II  
Cyber and Technology  
AXA XL, a division of AXA  
robert.sargent@axaxl.com

**NOTICE OF TERRORISM INSURANCE COVERAGE****POLICYHOLDER DISCLOSURE**

Coverage for “certified acts of terrorism” for the types of insurance subject to the Terrorism Risk Insurance Act is already included in your current Policy. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You are hereby notified that if aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.

Under your existing coverage, any losses resulting from “certified acts of terrorism” may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the Insurer providing the coverage. However, your policy may contain other exclusions that may affect your coverage. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

The portion of your annual premium that is attributable to coverage for “certified acts of terrorism” is:  
\$ **waived**. Any premium waiver is only valid for the current Policy Period.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM**

SS #: SS2022095Date Received: May 9, 2022

**Send an email to \_\_\_\_\_ and attach completed sole source form and supporting documentation.**

**Proposed supplier MUST be Registered in iProcurement**

Date: 2.22.2022 Requesting Department/Agency/Commission: MNPD Crime Lab Contract Contract  
 Requesting Official: Heather Watson Telephone #: 615-880-1206 This is for a one-time purchase.  
 Product/Service Description: 5 Year SafeGuard Warranty and Protection Plan Approval of Changes  
and related equipment and service  
 Total Purchase (Enter the value for the entire contract life) Price: \$156,845 \$719,000 12/19/2024 | 6:33 AM C  
 BU Number: 31121760 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: Ultra Electronics Forensic Technology Inc. Proposed Supplier Contact: \_\_\_\_\_  
 Supplier Address: 7975 114th Ave. North, Suite 2500 City: Largo ST: FL Zip: 33773  
 Supplier Telephone #: 888.984.4247 Supplier Email: \_\_\_\_\_

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other item listed in R4.12.060.05

If Other, Explain Request: This is a "sole source request" for Ultra Electronics Forensic Technology Inc. to provide a 5-year warranty and protection plan. Due to proprietary and commercially sensitive information of the Integrated Ballistic Identification System, all proprietary products and services must come through this vendor. Vendor documentation is attached.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: HW

Requesting Department Director's Signature of Approval: for COP [Signature]

Date: 4/26/22



**Sole Source Justification**

DR

To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**), and third parties who have been duly authorized and trained to do so.

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS, can provide their proprietary products, IBIS BRASSTRAX™, IBIS BULLETTRAX™, IBIS MATCHPOINT™, IBIS Data Concentrator, IBIS Correlation Engine, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto. Furthermore, IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone and passed the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely,

A handwritten signature in black ink, appearing to read "BH", with a stylized flourish extending from the bottom right.

Brandon Huntley  
Manager, Forensic Intelligence Strategy - North America

SS #: ss2022095

Date Received: May 9, 2022

*To be completed by the Procurement Division*

**Vetting & Research Needed; Date Requested by Purchasing Agent**\_\_\_\_\_

☒ **Sole Source is Approved for:**\_\_\_\_\_contract

**Sole Source is Denied (See determination summary for denial reason)**

**PURCHASING AGENT:** \_\_\_\_\_

*Michelle A. Hernandez Lane*

**Date:** \_\_\_\_\_

6/1/2022 | 5:37 PM C



Innovation, Science and  
Economic Development Canada  
Corporations Canada

Innovation, Sciences et  
Développement économique Canada  
Corporations Canada

## Certificate of Amalgamation

*Canada Business Corporations Act*

## Certificat de fusion

*Loi canadienne sur les sociétés par actions*

Forensic Technology (Canada) Inc.  
Les Technologies Forensic (Canada) inc.

Corporate name / Dénomination sociale

1562498-3

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

JE CERTIFIE que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Hantz Prosper

Director / Directeur

2024-01-01

Date of Amalgamation (YYYY-MM-DD)  
Date de fusion (AAAA-MM-JJ)



**Canada Business Corporations Act (CBCA)**  
**FORM 9**  
**ARTICLES OF AMALGAMATION**  
**(Section 185)**

**1 - Corporate name of the amalgamated corporation**

Les Technologies Forensic (Canada) inc. / Forensic Technology (Canada) Inc.

**2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)**

Quebec

**3 - The classes and any maximum number of shares that the corporation is authorized to issue**

An unlimited number of common shares.

**4 - Restrictions, if any, on share transfers**

See attached schedule / Voir l'annexe ci-jointe

**5 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)**

Minimum number

1

Maximum number

10

**6 - Restrictions, if any, on the business the corporation may carry on**

None

**7 - Other provisions, if any**



See attached schedule / Voir l'annexe ci-jointe

**8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:**

<input type="radio"/>	<b>183 - Long form :</b> approved by special resolution of shareholders	<input checked="" type="radio"/>	<b>184(1) - Vertical short-form :</b> approved by resolution of directors	<input type="radio"/>	<b>184(2) - Horizontal short-form :</b> approved by resolution of directors
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**9 - Declaration**

I hereby certify that I am a director or an authorized officer of the following corporation:

Name of the amalgamating corporations	Corporation number	Signature
15144990 Canada Inc.	1514499-0	
Ultra Electronics Forensic Technology Inc	882837-7	

**Note:** Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

## **Schedule / Annexe**

### **Restrictions on Share Transfers / Restrictions sur le transfert des actions**

Shares of the Corporation may not be transferred unless:

- (a) in any case where there is a unanimous shareholders' agreement that is in effect and that contains restrictions on the transfer of shares of the Corporation, such restrictions on transfer are complied with; or
- (b) if Section 4(a) is not applicable, the restrictions on the transfer of securities of the Corporation contained in section 7 of these Articles (entitled "Other provisions, if any") are complied with.

**Schedule / Annexe**  
**Other Provisions / Autres dispositions**

Securities of the Corporation, other than non-convertible debt securities, may not be transferred unless:

(a) (i) the consent of the directors of the Corporation is obtained; or (ii) the consent of shareholders holding more than 50% of the shares entitled to vote at such time is obtained; or

(b) in the case of securities other than shares, any one officer or director of the Corporation consents in writing to the transfer of the securities.

The consent of the directors or the shareholders for the purposes of this section is evidenced by a resolution of the directors or shareholders, as the case may be, or by an instrument or instruments in writing signed by all of the directors, or shareholders holding more than 50% of the shares entitled to vote at such time, as the case may be.

**Form 2**

**Initial Registered Office Address  
and First Board of Directors**

*Canada Business Corporations Act  
(CBCA) (s. 19 and 106)*

**Formulaire 2**

**Siège social initial et premier  
conseil d'administration**

*Loi canadienne sur les sociétés par  
actions (LCSA) (art. 19 et 106)*

1

Corporate name  
Dénomination sociale  
  
Forensic Technology (Canada) Inc.  
Les Technologies Forensic (Canada) inc.

2

Address of registered office  
Adresse du siège social  
  
400-800 Boulevard Hymus  
Montréal QC H4S 0B5

3

Additional address  
Autre adresse

4

Members of the board of directors  
Membres du conseil d'administration

		Resident Canadian Résident Canadien
Alvaro Venegas	400-800 Boulevard Hymus, Montréal QC H4S 0B5, Canada	Yes / Oui
Adin Menkin	400-800 Boulevard Hymus, Montréal QC H4S 0B5, Canada	No / Non
Nina Jahnke	400-800 Boulevard Hymus, Montréal QC H4S 0B5, Canada	Yes / Oui

5

Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.  
Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent  
formulaire.

Original signed by / Original signé par  
Nina Jahnke

Nina Jahnke  
4389934091

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



Forensic Technology (Canada) Inc.  
800 Hymus Blvd, 4<sup>th</sup> floor  
Saint-Laurent, Quebec H4S 0B5  
CANADA  
**Tel.** +1.514.489.4247  
**Toll Free** +1.888.984.4247  
**leadsonline.com**

July 2024

To who it may concern

**SUBJECT ► FORENSIC TECHNOLOGY IS NOW PART OF LEADSONLINE**

To whom it may concern,

As you may have heard, our company was acquired by LeadsOnline LLC in September 2023.

We further proceeded with an internal corporate reorganization, by amalgamating Ultra Electronics Forensic Technology Inc. with its parent company, 15144990 Inc., the resulting company being, effective January 1st, 2024, **Forensic Technology (Canada) Inc.**

Finally, we recently changed our email address which now contains “leadsonline” instead of “ultra-ft”.

We want to reassure you that these changes will not impact any current agreements, contracts, or ongoing business relationships you have with us. Our team, address, banking information and the way we conduct business will all remain the same.

We value your partnership with us, and we are committed to making this transition as smooth as possible for you. If you have any questions or concerns regarding this change or need us to sign documents to update our name within your organization, please feel free to reach out to Nina Jahnke, Vice President, Legal & Compliance and General Counsel, at [nina.jahnke@leadsonline.com](mailto:nina.jahnke@leadsonline.com).

Regards,

A handwritten signature in blue ink, appearing to read 'Nina Jahnke'.

**Nina Jahnke**

VP Legal & Compliance, GC

E [nina.jahnke@leadsonline.com](mailto:nina.jahnke@leadsonline.com)

M +1.438.993.4091

**leadsonline.com**