



Schweizerische Eidgenossenschaft
Confédération suisse
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Supported by a grant from Programme of the Swiss-Czech
cooperation

Software Delivery Contract

Number of the customer: PPR-23200-61/ČJ-2014-990656

In accordance with the Act No.89/2012 Coll. the Civil Code, as amended (hereinafter
"Civil Code") and Act No.121/2000 Coll. on Copyright and rights related to Copyright and
Amendment to certain acts (Copyright Act), as amended (hereinafter "Copyright Act")

has been concluded between the contracting parties

Article I

Contracting parties:

1. The Czech Republic - Ministry of Interior

Address: Nad Štolou 936/3, 170 34 Prague 7
ID : 00007064
Tax identification number: CZ 00007064
Represented by: Ing. Miroslav Hajný, Director of the Department of Logistic
Administration of the Police Presidium Czech Republic
Bank details: Czech National Bank
Account number: 5504881/0710
Contact person: plk. Mgr. Petr Bendl Ph.D.
Telephone: 974 824380
(hereinafter "**customer**")

2. Plass Data Software A/S

Address: Taastrup Moellevej 12A, DK-4300 Holbaek
ID: 15922702
Tax identification number: DK 15922702
Bank details: Nordea A/S, Ahlgade 20-24, DK-4300 Holbaek
Account number: 2730-5025641274
IBAN: DK6620005025641274
BIC/SWIFT: NDEADKKK
Represented by: CEO Karsten Hector
Telephone/Fax: +45 5945 5000

Registered in the Central Business Register of Denmark under CVR No. 15922702
(hereinafter "supplier")

Article II.

Basic provisions

The contract was concluded on the basis of the bid of the supplier from 17.11.2015, which was submitted pursuant to a procurement procedure Ref.No: PPR-23200-/ČJ-2014-990656 and was selected as the most suitable, based on the selection of the best tender offer within selection procedure in accordance with §23 par. 4, letter a) of the Act No. 137/2006 Coll. on Public Procurement (hereinafter contract) published in the Bulletin of Public Tenders on 11th September 2014, reference number VZ 496813.

Article III.

Subject matter of the contract

1. With this contract, the supplier undertakes to supply the subject matter of delivery to the customer under the conditions stipulated in this contract and transfer the right to use the software to the customer under the conditions specified in Annexe No. 2 that is an integral part of this contract. The customer shall accept the subject matter of delivery and pay the agreed purchase price.
2. The subject matter of delivery is the purchase of SW Plass Data for activities of the Czech DVI team - Identification of victims of mass disasters (hereinafter "SW"). **A detailed specification of the subject matter of delivery is set out in Annexe No.1 of the contract that is an integral part of it.**
3. Part of the performance of the contract is also maintenance and support for three years within the scope of the technical specification.
4. The supplier hereby declares that the subject matter of delivery is free of any legal defaults within the meaning of § 1920 of the Civil Code.

Article IV

Date and place of performance (fulfilment)

1. The supplier is obliged to deliver the subject matter of performance within 4 months from the conclusion of the contract.
2. The supplier undertakes to inform the customer about the date of delivery of the subject matter of performance at least three working days in advance.
3. Place of performance is the Institute of Criminalistics Prague, Bartolomějská 10, Prague 1.
4. The subject matter of performance shall be implemented by delivery, acceptance and acknowledgement of the acceptance protocol in the place of performance.
5. ~~Persons authorized to deliver the subject matter of performance and acceptance of the subject matter of performance and sign the hand over certificate:~~
6. On behalf of the customer: plk. Mgr. Petr Bendl, Ph.D.
On behalf of the supplier: René Pape, Technical Director or Anders Kastberg, Developer.

Article V

Price and payment conditions

1. The price is set in the amount of 139.975, -- EUR as the maximum allowable cost.
2. This agreed price is final and contains all costs associated with the subject matter of performance. The price also includes all possible risks (inflation, price, currency impacts). The supplier isn't registered as VAT payer in Czech Republic.
3. Payment for the subject matter of delivery shall be implemented by cashless transfer to the account of the supplier, based on a tax document - invoice that shall be issued by the supplier after signing the acceptance protocol by the authorized representatives of both contracting parties. The parties have agreed that the payment shall be carried out in EUR exclusively on the account of the supplier stated in this contract. Bank fees for a foreign payment are at the expense of the supplier.
4. The invoice shall meet the requirements specified in § 435 of the Civil Code and §29 of Act No. 235/2004 Coll. on Value Added Tax, as amended and shall contain an indication of the supplier, the customer (Czech Republic - Ministry of Interior, Nad Štolou 936/3, 170 34 Prague 7) and the invoice recipient (Police Presidium, Department of Logistic Administration, P.O.BOX 6, 150 05 Prague 5). Along with the invoice, the supplier shall deliver a copy of the acceptance protocol signed by an authorized representative of the customer.
5. The parties have agreed on the payment deadline within thirty (30) calendar days from the date of the provable delivery of the invoice to the invoice recipient. (see par.4 of this article).
6. The price is deemed paid at the moment of write-off of the invoice price from the bank account of the customer. If the customer makes a claim to rectify a defect of the subject matter of performance within the payment deadline, he is not obliged to pay for the subject matter of performance until the defect is rectified. When the defect of the subject matter of performance is rectified, a new payment deadline shall begin within the period of thirty (30) calendar days.
7. The customer will not provide to the supplier any deposits for payment of the subject matter of performance or its parts and the supplier declares that he requires no advance payment and will not require any such advance payment.
8. The customer is entitled prior to the expiration of the payment deadline to return without payment the invoice that does not contain requirements specified under this contract or should these data are stated incorrectly. The supplier is obliged according to the nature of inaccuracies to rectify the invoice or produce a new one. In such a case, the customer is not in default with payment of the subject matter of performance. When a duly supplemented or rectified invoice is delivered, a new payment deadline shall start within the period of thirty (30) calendar days.

Article VI.

Warrant

1. The supplier is responsible for ensuring that the subject matter has properties required by the customer in tender documents, in the contract and its annexes.
2. The warranty period begins from the date of delivery to and acceptance of the subject matter of performance by the customer. The warranty period ceases to run for the period when the customer cannot use the subject matter of performance due to defects for which the supplier is responsible.

3. The supplier provides for the subject matter of performance the warranty period equivalent to the SW Maintenance and Support Period according to Article III par.3 of this contract.
4. The customer is obliged to lay a claim to the supplier for all defects related to the subject matter of performance without undue delay after finding a defect. The supplier warrants to implement remedies as specified in clause 16 in Annexe No. 2 Licence Conditions.
5. Other claims of the customer based on the defect related to the subject matter of performance from generally binding regulations (§ 2099 of the Civil Code) shall not be affected by it.

Article VII.

Licence

Within the right of use, the supplier grants to the customer an irrevocable, perpetual, non-exclusive, transferable and worldwide licence to use the purchased SW in such extent as it is necessary to achieve the purpose of the contract. Annexe No. 2 specifies detailed licence conditions of the supplier.

Article VIII

Duty of confidentiality

1. The supplier undertakes to maintain confidentiality in relation to third parties on information that he receives from the customer or about the customer or his employees and colleagues during the performance of this contract and shall not disclose this information to third parties nor use it contrary to the purpose of this contract, unless:
 - a) the information is publicly available or
 - b) it is a case, in which disclosure of information is required by the law or binding decisions of a competent authority.
2. The seller is obliged to bind all persons who will participate in the delivery of the subject matter of performance to the customer with the obligations of confidentiality according to § VIII, par.1 of this contract.
3. The supplier is responsible for breach of the duty of confidentiality by persons involved in the delivery of the subject matter of performance according to this contract, as if he breached this obligation himself.
4. Duty of confidentiality continues even after termination of effectiveness of this contract.
5. All communication between the contracting parties shall be carried out through persons authorized to act on behalf of the contracting parties, contact persons, or by the authorized staff.

Article IX

Contractual penalties and withdrawal from the contract

1. In case of delay in terms of delivery and acceptance of the subject matter of performance according to the Article IV, par.1 by more than 30 calendar days, the supplier is obliged to pay to the customer a contractual fine in the amount of 0,1% of the price of the subject matter of performance for each, even commenced, delayed calendar day of the default beyond the 30 calendar days.

2. If the supplier breaches any obligation according to Article VIII, he undertakes to pay to the customer a contractual fine in the amount of 50 000 CZK for each individual breach of the obligation.
3. In the event of breaching the maturity day of the duly issued invoice by the customer by more than 30 calendar days, the supplier is entitled to demand from the customer payment of a statutory default interest from the outstanding amount. Amount of default interest corresponds with the annual amount of repo rate set by the Czech National Bank for the first day of the calendar half-year resulting from the delay, increased by 8 percentage points.
4. The supplier is obliged to pay to the customer a contractual fine in the amount of 1000 CZK for each, even commenced calendar day of the default with the fulfilment of the obligation pursuant to Article X par.10 of this contract, along with the amount corresponding to a possible fine imposed on the customer according to § 120 par. 2 of the Act No. 137/2006 Coll. on Public Procurement as amended (hereinafter "act") for breaching a related obligation according to § 147a par.1 letter c) and par.6 of the act.
5. Contractual fine and default interest are due within 14 calendar days of the date when a notice to pay was delivered to the liable party in writing from the entitled party, on the account of the entitled party indicated in a payment reminder.
6. By paying the contractual fine and default interest, claim of contracting parties for damages or indemnity or the obligation of the supplier to duly deliver the subject matter of performance is not affected.
7. A substantial breach of this contract by the supplier, which establishes a right to withdraw from the contract, is considered in particular:
 - delay of the supplier with the delivery of the subject matter of performance by more than 30 calendar days
 - delay in rectifying a defect of the subject matter of performance within the limit specified in Article VI by more than 30 calendar days
 - breach of any obligation of the supplier according to Article VIII
 - delivery of the subject matter of performance that is not in compliance with the specification according to tender documents of this contract.
8. The customer is entitled to withdraw from the contract also in the event that:
 - there is an insolvency proceeding against the supplier, in which the decision on bankruptcy was issued, if legally permissible
 - the supplier enters into liquidation.
9. The supplier is also entitled to withdraw from the contract in the event that:
 - the customer will be in delay with the payment of its pecuniary obligations arising from this contract by more than 60 calendar days
 - if the customer does not ensure conditions for a proper delivery of the subject matter of performance and this reality is not remedied even in a reasonable time.
10. Effects of withdrawal from the contract shall become effective upon receipt of the written declaration of will to withdraw from this contract to the other contracting party. Withdrawal from the contract does not apply to the claim for damages, contractual fine and duty of confidentiality.

Article X

Obligations of the supplier

1. Contracting parties are obliged without undue delay to notify the other party of any changes in the data stated in Article I of this contract.
2. Contracting parties are not entitled without the prior written consent from the other party to assign the contract, rights or obligations arising from the contract to any third party.
3. The supplier is in accordance with § 2 letter e) Act No.320/2001 Coll. on Financial Control in Public Administration and on the Amendment to some Acts (Act on Financial Control) an obliged person to cooperate in the implementation of financial control carried out in relation to the payment of the subject matter of performance or services from public expenditures.
4. The supplier is obliged to state information on co-financing from the Programme of Swiss-Czech cooperation (including the use of the logo) in all propagation actions in implementing the Project, during media presentations about the Project/sub-Project and on all printed, electronic, audio-visual materials related to the Project/subproject.
5. The supplier is obliged to archive all documents related to the procurement procedure, contract in its entirety and documents of contractual performance (delivery notes, acceptance protocols, etc.) for a period of 10 years, at least by 2026 and at the same time is obliged to allow the authorized bodies according to Article XII of this contract to implement checks of the respective documents in the contractor during the above-mentioned time.
6. Each accounting document must include information that the project is co-financed from the the Programme of Swiss-Czech cooperation (including the use of the logo), the title of the project "DVI team Police of the Czech Republic - Theoretical and Practical Preparation and Technical Support, Project registration number 7F - 07447.01,CH-028.
7. The supplier is obliged to ensure that the above-mentioned obligations related to the subject matter of performance are implemented also by subcontractors participating in this order.
8. The supplier is obliged to notify the customer in writing about existing or impending conflicts of interests immediately after the conflict arises or becomes apparent, if the supplier in spite of exerting professional care could not detect a conflict of interest prior to the conclusion of this contract.
9. The supplier without any objection agrees to publish his identification and other data stated in the contract, including the price of the subject matter of performance.
10. The supplier in accordance with § 147a par.4 of the Act on Public Procurement shall provide the customer a list of subcontractors stating the subcontractors to which he has paid for performance of sub-deliveries related to the subject matter of performance to the customer more than 10 % of the total price of the subject matter of performance, within 60 days at the latest from the date of completion of this contract by the supplier. Should the supplier is a joint-stock company, a list of owners of shares whose nominal value exceeds 10% of the basic capital shall be attached to the list of subcontractors completed within 90 days prior to the date of submission of the list of subcontractors. If there are no subcontractors in accordance with the first sentence of this stipulation, the supplier documents this 60 days at the latest from the date of completion of this contract to the customer with a sworn statement.

Article XI.

Integrity clause

1. The supplier when submitting a bid has stated that the bid has been prepared in accordance with the principles of free competition, fair business relationships and impartiality of the supplier. If the impartiality ceases to exist during performing the contract, the supplier is obliged immediately to inform the customer thereabout.
2. The supplier shall always act impartially and as a credible advisor in accordance with the ethical code of its profession. The supplier must not make any public declarations concerning the project or services without the previous customer's approval. The supplier must not commit the customer in any manner without its prior written consent.
3. For the term of the contract, the supplier, its employees and experts in other than employment relationship with the supplier shall respect human rights and undertake to respect political, cultural and religious habits of the Czech Republic.
4. The supplier must not accept any payment in relation to the contract other than the payments specified in the contract. The supplier and its employees and experts in other than employment relationship with the supplier must not perform any activity or accept any benefits that are not in accordance with their obligations towards the customer.
5. The supplier, its employees and experts in other than employment relationship with the supplier are obliged to maintain the trade secret for the entire period of existence of the contract as well as after the contract termination. All the elaborated or obtained reports and documents are confidential.
6. All outputs and reports received, compiled or elaborated by the supplier, when performing the contract, are in exclusive ownership of the customer.
7. The supplier shall refrain from any relationships that might cast doubt on its independence or independence of its employees and other experts. If the supplier ceases to be independent, the customer may withdraw from the contract regardless of any damage, without the supplier being entitled to any compensation of the costs spent.
8. If it turns out that in the process of assigning a public contract or performing a contract, the supplier acted illegally (in accordance with the Act No.40/2009 Coll. Criminal Code) including corruption, deceiving or coercive practices, its bid shall be rejected or the customer will be entitled to withdraw from the contract with the effects of withdrawal on the date of entry into force of the contract. For the purpose of this provision, the corruption, deceiving or coercive practices mean for example an offer of a bribe, gift, remuneration or commission to any person to motivate such person or on the contrary to endanger or threaten such person with any harm, or to force such person to perform or not to perform any act that might influence the process of public contract assignment or performance of the already concluded contract.
9. The customer is also entitled to withdraw from the contract if any unusual business expenses incur. Such unusual expenses include commissions not specified in the main contract or any commissions not resulting from the properly concluded contract following this contract, expenses paid for unverifiable deliveries/services, commissions transferred to the tax haven or commissions paid to the recipient, whose identity is not clearly determined, or expenses paid to a company which is not the contracting party concluded by the customer.

Article XII.
Checks and audits

1. The supplier shall allow the customer, the provider of the grant (Ministry of Interior of the Czech Republic) or other relevant institutions (Ministry of Finance, etc.) to verify the implementation of the Project through checking documents or checks on the place of performance and if necessary to carry out a full audit based on documents related to accounts, accounting documents and all other documents concerning the Project. The inspections can be conducted until 10 years after the approval of the final report of the Project. The customer shall inform the supplier about the date of the approval of the final report in writing.
2. The supplier undertakes to provide a reasonable access to the representatives of the customer, the representatives of the Swiss party represented by SECO (State Secretariat for Economic Affairs) and SDC (Swiss Agency for Development and Cooperation) the representatives of a Swiss Embassy in the Czech Republic, the representatives of the grant provider, the representatives of NKJ-MF (National Coordination Unit of the Ministry of Finance), audit authority or other relevant inspection bodies to places and locations of the performance of the contract, including information systems, documents and databases related to technical and financial management of the Project, and to take measures for facilitating their work. The access shall be provided to these representatives on the basis of maintaining confidentiality towards the third parties. The supplier ensures that the documents are readily available and stored in such a manner to facilitate the inspection.
3. The supplier undertakes that the rights of the above mentioned control institutions to carry out audits, inspections and checks shall be applied equally, under the same conditions and according to the same rules to any subcontractor or any other party that shall benefit from the financial resources within this contract.

Article XIII
Final provisions

1. The contract takes effect and comes into force on the day of the conclusion by both contracting parties.
2. Relationships not governed by this contract, shall be governed by the legal order of the Czech Republic, in particular by the Civil Code and the Copyright Act.
3. This contract is made in two language version, in Czech and in English. Both language versions have the same validity.
4. All communication shall be conducted in English.
5. This contract may be changed, supplemented or cancelled only by the agreement of the parties, namely written documentary amendments numbered in ascending numerical sequence, signed by both contracting parties; other agreements are invalid.
6. The contracting parties undertake that any disputes arising in connection with the implementation of the contract shall be resolved amicably - by agreement. If no agreement is reached, the dispute will be resolved before a relevant Czech court pursuant to the valid Czech legal order.
7. All communication between the contracting parties, including their statements is without influence on the agreed contents of rights and obligations of the contracting parties pursuant to this contract, unless stated otherwise.

8. The contract is executed in 4 (four) counterparts, of which the customer shall receive 3 (three) and the supplier 1 (one).
9. Each of the contracting parties declares that this contract has been concluded voluntarily and seriously and they consider the content of this contract to be certain and clear and they are aware of all facts decisive for conclusion of this contract, as a proof the signatures of both contracting parties are added to this contract.
10. This contract contains 9 pages and the following annexes form an integral part :

Annexe No. 1: Detailed description of the subject matter of performance

Annexe No.2: Licence conditions

15 -01- 2016

In Holbaek date.....

In Prague date

Supplier:

Customer:

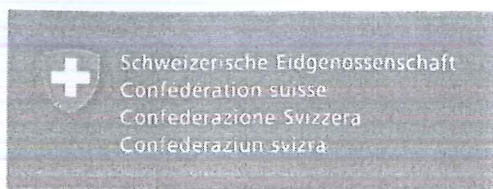
Karsten Hector, CEO

Ing. Miroslav Hajný

plassdata

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MINISTERSTVO VNITRA ČR
Policejní prezidium ČR
Správa logistického zabezpečení



Supported by a grant from Swiss-Czech Cooperation

plass data

ATTACHMENT 1

MODE OF PERFORMANCE OF PURCHASE OF PLASS DATA SW

Mail address Enquiries Plass Data Software A/S
Plass Data Tlf. +45 59 45 50 00
Taastrup Moellevej 12A Fax +45 59 45 50 70
4300 Holbaek dvi@plassdata.com www.plassdata.com

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CVR-no. 15 92 27 02

A/S reg. no. 20 55 27



THE SOFTWARE

The DVI (Disaster Victim Identification) System International – also known as the Plass Data System – is an IT system for the identification of victims of major accidents and disasters. The software offers state-of-the-art processing of the large number of data on missing persons and dead bodies resulting from a disaster.

SYSTEM REQUIREMENTS

This section concerns the system requirements depending on the role the computer is playing.

The three main computer roles are:

- **Server**
A computer shared by network clients. Data is being served and/or stored at this computer.
- **Network Client**
A computer connected to a server through some kind of network. No data is stored on the client.
- **Stand-alone**
A computer with both a small server and a client so that data can be edited and stored directly on this computer without further connections.

Please be aware that the system requirements are dynamic and will be influenced by requirements and policies applied by Microsoft and other third party vendors on their products, for example the policy on minimum Internet Explorer versions on different platforms.

Server Requirements

The DVI System Server is the key component of a DVI System deployment.

The hardware requirements are the recommended size of the hardware, and no absolute minimum requirements can be given as they will depend on the patience of the users and the composition of the disaster and distributed workload. In example, if all PM examinations are being recorded digitally at the morgue, you will have a higher simultaneous load as if all data entry is being done by a smaller group of operators. Also, the size of image attachments is determined by the photographic and XRay equipment and the number of photos that is relevant to the disaster.

This system has the same general requirements as all other database-oriented software, a machine for SQL Server with as much RAM and as fast disks as you can afford (with the size necessary for your anticipated number of cases and especially attachments) and a machine for IIS and business layer (web services) with RAM equivalent to the anticipated simultaneous sessions and CPU to support the matching load. If you have a heavy DNA load, just add another Application Server.

We assume that matching (automated everything against everything searches) is only performed during off-peak hours, such as at night time

National DVI Centre

A large DVI centre can handle 50.000 files of Missing Persons and/or Unknown Bodies and 150 simultaneous users

Hardware

SQL Server

Lenovo System x3650M5 rack server (example)
2 * 4 core CPU
10 * 600 GB disks in RAID 10 configuration
24 GB RAM

Application Server

Lenovo System x3650M5 rack server (example)
2 * 6 core CPU

4 * 600 GB disks in RAID 10 configuration
96 GB RAM

Software

Windows Server 2012 R2 Standard or Datacenter

Microsoft SQL Server 2008 R2 -, 2012 - or 2014 Standard or higher. Clustering or failover is not supported in all configurations.

Future requirement:

Please be aware that SQL Server 2016 will become a future minimum requirement, possibly from August 1st 2016

Regional DVI Center

A regional DVI center can handle 10.000 files of Missing Persons and/or Unknown Bodies and 75 simultaneous users

Hardware

Combined SQL- and Application Server

Lenovo System x3650M5 rack server (example)

2 * 6 core CPU

6 * 600 GB disks in RAID 10 configuration

96 GB RAM

Software

Windows Server 2012 R2 Standard or Datacenter

Microsoft SQL Server 2008 R2 -, 2012 - or 2014 Standard or higher. Clustering or failover is not supported in all configurations.

Future requirement:

Please be aware that SQL Server 2016 will become a future minimum requirement, possibly from August 1st 2016

Local DVI Center (or Site server)

A local DVI center can handle 2.000 files of Missing Persons and/or Unknown Bodies and 25 simultaneous users

Hardware

Combined SQL- and Application Server

1 * 6 core CPU

4 * 600 GB disks in RAID 10 configuration

16 GB RAM

Software

Windows Server 2012 R2 Essentials or Standard

Microsoft SQL Server 2008 R2 -, 2012 - or 2014 Express or higher. Clustering or failover is not supported.

With the Express edition, there is a 10GB* maximum database size which effectively limits the storage for attachments (images, documents etc.), so you could be forced to upgrade to a Standard edition if you don't limit attachment sizes.

DVI Workgroup

A DVI workgroup can handle 500 files of Missing Persons and/or Unknown Bodies and up to 8 simultaneous users

Hardware

Combined SQL- and Application Server

1 * 4 core CPU (i.e. a laptop with Intel i7-4702MQ)

512 GB disk, preferably SSD

8 GB RAM

Software

Windows 7, 8, 8.1 or 10 Pro, 64bit

Microsoft SQL Server 2008 R2 -, 2012 - or 2014 Express or higher.

Future requirement:

Please be aware that SQL Server 2016 Express will become a future minimum requirement, possibly from August 1st 2016

With the Express edition, there is a 10GB* maximum database size which effectively limits the storage for attachments (images, documents etc.).

It is important to understand the limitations of using a desktop operating system like Windows 7, 8 and 10 as a server. Microsoft has implemented some strict limitations on concurrent requests in Internet Information Server on these platforms (varying from 3 to 10 simultaneous requests depending on OS edition), so you will experience, that just adding one more workstation doesn't just make the system gradually slower, but may change the response time from i.e. 0.5 seconds to 30 seconds per request.

Network Client Requirements

The network client is any computer that connects to a DVI System Server through a network.

Hardware

PC with 1.6GHz or higher CPU and 2 GB RAM

or Intel-based Mac with Intel Core Duo 1.83 GHz or higher CPU and 2 GB RAM

Software

Any operating system that has a browser that supports the Microsoft Silverlight 5 plugin.

Some features of the client is HTML-based and uses various HTML5 commands. These features requires an updated web-browser such as Internet Explorer 10 or later or equivalent Google Chrome or Safari.

Google Chrome has recently started to block usage of external plugins such as Adobe Flash and Microsoft Silverlight, and will thus not be useable as client browser for the Silverlight parts of the system

Stand-alone Requirements

A stand-alone installation is in fact an installation where both a server and a client is operating on the same machine.

Stand-alone computers are meant for collecting data for printout or export to a server setup. If you want to do searching and matching at the stand-alone, you should take a look at the Workgroup Server Requirements

Hardware

Combined SQL- , Application Server and Client

1 * 2 core CPU (i.e. a laptop with Intel i5 or i7)

128 GB disk, preferably SSD

8 GB RAM

Software

Windows 7, 8, 8.1 or 10 Pro, 64bit or 32bit (64bit recommended), with the Internet Information Services components installed

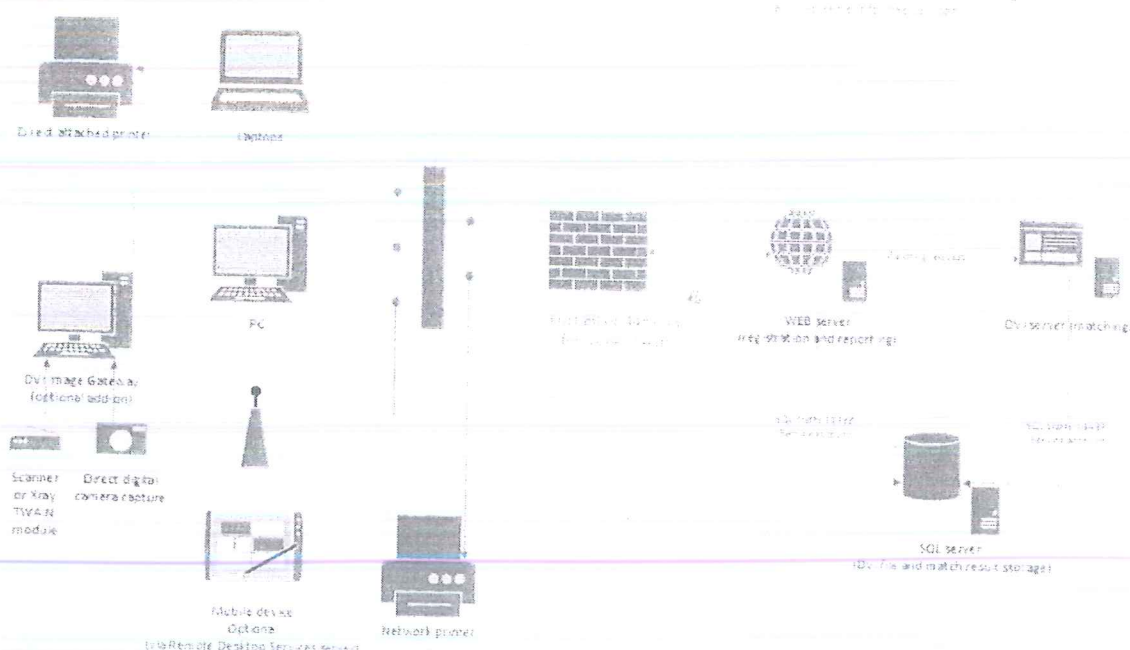
Silverlight 5 - compatible web browser

Microsoft SQL Server 2008 R2 -, 2012 - or 2014 Express* or higher.

With the Express edition, there is a 10GB maximum database size which effectively limits the storage for attachments (images, documents etc.).

ARCHITECTURE

Communication between the client, the server and the database(s).



The whole server setup can be totally isolated with only http (port 80) or https (port 443) web access in and out of the server island, so as opposed to today:

- NO client access to SQL
- NO client access to fileshares
- NO requirement for AD integration (but you may choose to do so)

It can all be put on ONE physical server with a firewall in front (of course depending on load).

Other recommendations

If you want to establish an operational and a demo/test system, you will need at least two Virtual Machines (VM's) to be able to simulate installations and updates in isolated environments.

One VM for operational web-services, IIS-services and SQL Server.

One VM for test/demo web-services, IIS-services and SQL Server.

Next upgrade step would be to divide the load and establish a third server for SQL, with SQL Server 2014 installed as two instances on the same server.

Next upgrade step would be to add an extra web-services server for matching load distribution.

If all VM's run on the same physical server, it doesn't make much sense to divide them a lot, as we just utilize the available cores in parallel processing of the matches.

We do not recommend establishing a "big bang" server park that is sitting and waiting for load, and the two machine architecture is sufficient for daily MPUB use. Then, if your plans include transition to more machines or more cores, you can adjust the allocation of resources in periods where it is necessary, i.e. if larger disasters happen.

You will only need one database for production – you could/should have all your records/cases within one installation of our software. At the office we work with 50.000 cases which is divided among 1.000 containers in a single thinstallation - and it does run on a single (nice top-end i7 + SSD) laptop as well.

FEATURES

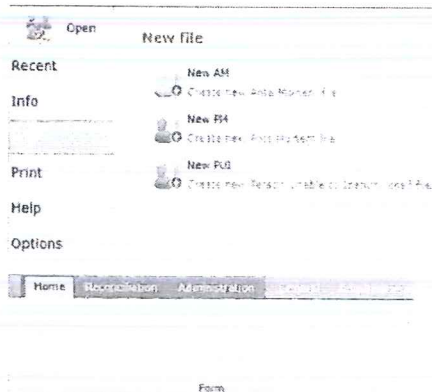
The following paragraphs lists the features of the DVI System V5.0.1.2

The system is constantly being maintained with patches, changes and upgrades, and can at any time change its appearance and feature set. The features are mainly being extended, but some features may fundamentally change or cease to exist if i.e. INTERPOL policies change.

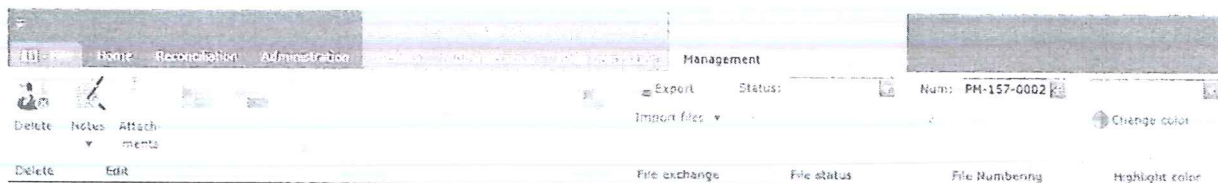
File management

DVI files

Create, edit and delete AM, PM and PUI files, based on INTERPOL DVI FORMS 2013.



Create, edit and delete MP and UB files based on INTERPOL DVI FORMS 2013 with extended Plass Data MPUB fields (page 900).



The pixelated area is handled as part of Reconciliation

Create, edit and delete Notes on a DVI file

Add and remove attachments to DVI files, i.e. photographs, X-rays and PDF documents.

Export and import DVI files in order to move these between databases, i.e. from stand-alone to server database.

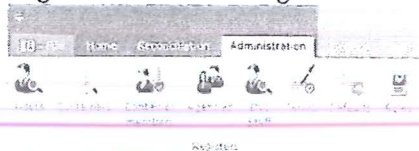
Import specialized fielded PDF form sets to create new DVI files from information collected on simple PDF-reader clients, i.e. iPads or other PC's/laptops without a full DVI System client.

Manage the File Status, setting it i.e. Open, Inactive or Located alive (if MP-file).

Renumbering a DVI file.

Manage the highlight color, to make some DVI files stand out from the rest in the list.

Organizational management



Users

Create, edit and delete DVI System user accounts.

Containers

Create, edit and delete DVI file containers (i.e. grouping of files into separate disasters).

Agencies

Create, edit and delete Agencies, i.e. separate states or police forces within a country.

DVI Staff

Create, edit and delete DVI Staff member details, contact addresses and so on.

Terms

Create, edit and delete special local terms, i.e. special reference numbers to alternatively reference DVI files.

Defaults

Edit default settings within the country.

Roles

Create, edit and delete DVI System User Roles, to refine access privileges for certain groups of users.

Searching

File Search

The File Search is mainly used to find a specific file for editing or forms printing, or to count or report on files fulfilling a limited set of criteria. The criteria are divided into General, Administrative and Body description criteria, but all three tabs are applied simultaneously.

Search Functions: Fulltext, Advanced, Dental

Search Criteria:

File number:	Male <input checked="" type="checkbox"/>	AM <input checked="" type="checkbox"/>	Identified <input type="checkbox"/>
Family name:	Female <input checked="" type="checkbox"/>	PM <input checked="" type="checkbox"/>	Unidentified <input checked="" type="checkbox"/>
First name:	Unknown <input checked="" type="checkbox"/>	PVI <input type="checkbox"/>	Located <input type="checkbox"/>

Search Functions: Nominal Search, Gender, File kind, Identified

General criteria focus on the most used, general searches, such as File number, Name, Gender or File kind.

Administrative Search Criteria:

Container: [All]	Min: 01/01/1800	Max: 01/01/1800	Min: 01/01/1800	Max: 01/01/1800	Color:	Status:
Country: [My Country]	Min: 31/12/2099	Max: 31/12/2099	Min: 31/12/2099	Max: 31/12/2099		
Agency: [My Agency]						

Container and Owner, Last known to be alive, Reported missing, Estimated death, Body found, Highlight color, File status

Administrative criteria focus on the context of the DVI file:

Container, Country or Agency owner

or Significant dates

or Highlight color and Status.

Body description Search Criteria:

Age: 0	Height: 0	Weight: 0	Tattoos: No	Hair colour: Blond
Max: 150	Max: 300	Max: 300		Red
Exclude	Exclude	Exclude		Mixed grey
				Brown
				Grey
				Other
				Black
				White
				Baldness

Age, Height, Weight, Tattoos, Hair colour

Body criteria focus on body measurements, modifications and hair.

Advanced Search

The Advanced Search is able to search on nearly any specific field or field combinations in a DVI file and returning nearly any field in the result.

The screenshot shows the 'Advanced Search' window. On the left, under 'File Attributes', a tree view shows 'File' expanded, with 'AM' and 'PM' selected. Below this, 'Common' is expanded, showing '100 EFFECTS' and 'F300 Clothing Items'. The 'Search Conditions' section on the right contains a list of conditions: 'Status Active is true', 'Status Identified is not true', 'any of the following succeed', 'Status File kind is equal to AM', and 'Status File kind is equal to PM'. The 'Result Columns' section on the right lists various fields: 'File kind as File kind: None', 'File number as File number: None', 'Gender as Gender: None', 'Identified as Identified: None', 'Family as Family name: None', 'First as First name: None', 'Day as DOB Day: None', 'Month as DOB Month: None', and 'Year as DOB Year: None'.

There is a full article on the use of advanced search at [Advanced Search Instructions](#)

Full text search

The Full text Search searches for one or more words or sentences across selected DVI forms or notes.

The screenshot shows the 'Full Text Search' window. It has a 'Search text' field at the top. Below it, there are several sections for filtering results: 'Include genders' (Female, Male, Unknown), 'Identification state' (Identified, Not Identified), 'File kinds' (AM, PM), 'Container and Owner' (Container, Country, Agency), 'Physical' (Age, Height, Weight), 'Date Periods' (Last seen alive, Reported missing, Estimated death, Body found), 'File state' (Active, Inactive), and 'Published' (Published, Incomplete). On the right, there is a list of 'Include pages' with checkboxes for various document types: (Select All), 100 Administrative, 200 Nominal, 300 Effects, 310 Effects, 340 Effects, 400 Body external, 424 Body external, 484 Fingerprint, 500 Pathology, 520 Pathology/DNA, 600 Odent, 630 Charting, 700 Supporting, 800 APX DNA, 900 MP, File Notes, and Attachment description.

The search text can be restricted against specific pages and combined with most of the File Search Criteria.

Dental Searches

The Dental Search allows you to enter your own dentition search criteria or initiate a search from an already filled DVI file dentition. The result is like the Dental Matching result, but of course only with a match to the entered dentition.

Matching

Dental Matching

Dental matching is a (potentially long running) batch process which can be initiated or cancelled by users with the right permissions.

The process automatically compares all dental data in all PM or PUI with all AM files and produces a qualified list of the 10 potentially best matching unidentified AM files to each PM/PUI file and their detailed comparisons.

From the result list, you may tag a file pair as not dentally matching after it has been investigated, or create a new File Comparison Report for further processing towards an identification.

PM	AM	2009207	31	1
PM 216	AM 147	2009207	31	1
PM 214	AM 144-0055	2009207	31	0
PM 218	AM 134	2009207	36	0
PM 200001	AM 124	2009207	30	8
PM 232	AM 127	2009207	32	2
PM 201	AM 124	2009207	37	7
PM 235	AM 115	2009207	36	1
PM 200001	AM 1300	2009207	20	2
PM 249	AM 142	2009207	33	1
PM 237	AM 124	2009207	45	7
PM 237	AM 123	2009207	47	10
PM 201	AM 1300	2009207	26	2
PM 237	AM 103	2009207	22	1
PM 213	AM 124	2009207	40	8
PM 245	AM 1151K	2009207	33	1
PM 220	AM 132	2009207	30	0
PM 200001	AM 123	2009207	41	14
PM 245	AM 125	2009207	45	7

Reconciliation

Linking and Reconciliation

The linking and reconciliation process is a set of rules and processes that aim at reconciling two files, based on specific forensic information (called "identifiers") and operational checks. During the reconciliation, the files should be compared and checked in order to determine if they can relate to the same person or to persons of the same family.

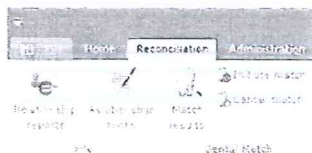
Whenever two files in the file list has been marked for processing, different File Link functions are enabled:

You can always add a Relationship note, which is an informal way of registering information on a specific pair of files.

AM versus PM file enables "Identification" and "Exclusion" reports
and AM versus AM file enables "AM Identity" reports
and PM versus PM file enables "Body part" reports.



The pixelated areas were handled as part of File Management



You have two kinds of relationship reports:

Comparison report

A comparison report is a document that contains evidences of the assumed identity between two files owned by different agencies. The comparison processes can lead to the reconciliation team signing it and then leading to an:

Identification report

An initial identification report to be filled is automatically created when the comparison report is signed.

Relationship notes

The relationship note can be used to informally document the initial ID steps, or just capture any relevant information about a file pair. Relationship notes are also shown as part of the match results, so that the investigator is made aware of the prior steps performed on one of the files in the potential match.

Reconciliation Report

First File: PM 212
 Second File: AM 125
 Warning: A warning
 Reason: A clear match
 Status: Match
 Note: This is the detailed description of the relationship note
 Create Date: 22/10/2015

OK Cancel

Reporting

The system contains a lot of different kind of reports.

In general, most on-screen lists in the system, i.e. File lists, can be printed, and additionally, some pre-formatted reports are available:

INTERPOL forms

The INTERPOL forms (currently version 2013) can be printed with selected content, such as:

Empty forms – just the empty paper form for manual filling.

Pre-numbered printed forms – paper forms with a selected (series of) File number and barcode on each page.

Pre-numbered PDF form files – fillable PDF files with a selected (series of) File number each page.

Filled forms on selected DVI files – paper (or non-fillable PDF) forms with all file details for the selected files.

Other reports (reconciliation reports)

The other reports are a carefully selected series of reports on the identifiers, listing a certain identifier for all selected AM and PM files in the same report. This enables a quick “visual” reconciliation as the brain easily accommodates very different terms for the same finding, if arranged in small groups.

Example reports are:

▼ Plass	
▼ User	
▼ Reconciliation	
▼ Data Mining	
Amputations - 404	Amputations - 404
Effects - 345	Effects - 345
Electronic devices - 350	Electronic devices - 350
Footwear - 305	Footwear - 305
Footwear with label - 305	Footwear with label - 305
Identity documents - 340	Identity documents - 340
Implants - 515	Implants - 515
Jewellery - 335	Jewellery - 335
Jewellery with inscription - 335	Jewellery with inscription - 335
Malformations - 404	Malformations - 404
Piercings - 404	Piercings - 404
Reference file numbers	Reference file numbers
Scars - 404	Scars - 404
Serial numbers	Serial numbers
Skin marks - 404	Skin marks - 404
Tattoos - 404	Tattoos - 404
Watch - 310	Watch - 310
▼ Identifiers	
Primary identifiers	Primary identifiers

SERVICE DELIVERY

SERVICE DELIVERY SCHEDULE

Pre-installation	• 1-3 days depending on local conditions
Translation	• 10 consecutive working days
Installation for acceptance test	• 1-3 days depending on local conditions
Training	• 3 consecutive days
Acceptance test	• Depending on extend of test determined by customer
Defect correction / maintenance	• Up to 30 days
Final Acceptance/Hand Over	• 1 day

SOFTWARE LICENCE

Plass Data offers to the Czech Republic, Ministry of Interior an irrevocable, perpetual, non-exclusive and worldwide enterprise Licence to use and copy the Licensed Software, including the right to transfer (gift) the Licensed Software to each of the Customer Police Jurisdictions in the Czech Republic for their exclusive use, in accordance with Annexe No. 2 Licence Conditions.

Provision of software licence, documentation and Normal Second Level Support

On the commencement date Plass Data will provide Czech Republic, Ministry of Interior with a new DVI System International (inclusive MPUB feature) licence via email.

Czech Republic, Ministry of Interior will at the same time get access to the Plass Data Support site <https://plassdata.jira.com/wiki/display/DVISUP> and our online helpdesk.

On our support site you will find up to date information like Installation Guide, Administrator Guide, User Guide, System Requirements, General Architecture, How-to articles and Troubleshooting articles.

Plass Data will provide Support Services to the Customer throughout the Maintenance and Support Period. Plass Data provides Normal 2nd Level support (subject to in advance payment of the Support Fee) direct to an assigned Customer Contract and Support Manager and not to each of the Customer Police Jurisdictions. The Customer will provide his own First Level Support.

In our helpdesk you will be able to submit support requests, get help and at all times have an overview of support jobs opened, closed and outstanding. The support via our online helpdesk will be provided in accordance with Normal Defect Correction Response Times listed in clause 16 of Annexe No. 2 License Conditions. During business hours the Czech Republic, Ministry of Interior support will be handled by a designated contact for handling support requests.

Included in the normal second level (Tier 2) support that Plass Data will provide to Czech Republic, Ministry of Interior is also phone support via + 45 5945 5000.

Plass Data will during the Maintenance and Support Period provide any Update or New Release. Future releases and updates will be distributed via our Cloud distribution network.

The Customer is not obliged to accept an Update or New Release of the Licensed Software, from Plass Data but where the Customer elects not to accept an Update or New Release, Plass Data is not liable for any loss or damage which the Customer suffers as a result of Defects in the Licensed Software, which are remedied by the Update or New Release.

Where the Customer elects not to accept an Update or New Release of the Licensed Software Plass Data is not obliged to provide Support Services for the version of the Licensed Software being used by the Customer as the case may be for a period of more than 12 months from the date upon which the Update or New Release is first offered in writing to the Customer.

Maintenance and Support Period

The Maintenance and Support service must be ordered in a continuous fashion for as long as the Customer wants to maintain the licensed software. If, at any time, the Customer chooses not to renew the Maintenance and Support period, the Customer is entitled to re-enter a Maintenance and Support agreement by paying an upgrade/re-entry fee and then continue ordering the Maintenance and Support services on top of that.

Support topic limitations

Support inquiries are limited to the following of Plass Data's product areas: installation, upgrade assistance, basic usability and basic functionality, as described in product documentation or online help. Plass Data does not claim to resolve connectivity issues caused by third-party services, service providers, operating systems, hardware or other software, or networking problems. The determination of the nature of the Customer query for these purposes will be made by Plass Data's technical support consultants.

Warranty Period

The warranty period for all Support Services (excluding Updates and New Releases) and Additional Services is 90 days from the date the Customer accepts those services. The warranty period for the Licensed Software (including Updates and New Releases provided to the Customer, is equivalent to the Maintenance and Support Period.

TRAINING

Plass Data provides a training course (3 consecutive days) to be conducted in the Czech Republic by 1 (one) Plass Data trainer. The training will be conducted in English. Time and place is to be agreed between the Czech Republic, Ministry of Interior and Plass Data. The Trainer will arrive in the Czech Republic no later than the day before the training is starting.

Usually we do not determine the actual training schedule until we know who the participants will be e.g. the week before the training starts. We will always take into consideration special needs/wishes from the Czech Republic, Ministry of Interior. Any specific interest can be emphasized in the training (for instance focus on dental or not).

There is a maximum of 12 participants per trainer. If you wish to have more than 12 participants per course you will need more than one (1) trainer. If you have a few more than 12 participants it is possible to complete the course with one (1) trainer and one (1) local super user (an IT expert who is familiar with the Czech Republic, Ministry of Interior training environment and the Czech Republic, Ministry of Interior IT setup in general. The super user does not need to have any prior DVI System International knowledge).

Training Environment:

Normally, each student (or groups of two students) is using a PC with the latest DVI System and demo database installed. Some countries connect all PC's to a shared database, others are running a series of stand-alone databases. Optimum scenario is when the participants are connected to one single database. Mostly, the Trainer will use one of the customer computers for the projector as well, so that they all look at the same data. If the training environment has access to the Internet, the Trainer can use his GotoMeeting account (or similar system that you may have) to distribute the Trainer screen to all participant screens as well, so that all can read it well.

The Plass Data Trainer will also bring his own laptop with a working system as a back up precaution.

The students normally like to have access to a printed copy of the INTERPOL forms, depending on their experience.

Depending on the exact schedule of the Trainer he might be available for "training room disaster recovery" during the day before the training starts if you need it.

An additional day/or days of training are possible and will be charged according to the pricing in the Bid Price.

CUSTOMISATION AND INTEGRATION

In connection with the initial Plass Data training course in the Czech Republic, the Plass Data trainer will free of charge spend one (1) more day in the Czech Republic assisting with the Integration and Customisation of DVI System International Software.

As to customisation beyond that:

Reasonable Czech Republic, Ministry of Interior requirements which benefits all our customers is free of charge (subject to Plass Data evaluation)

Requirements of Czech Republic, Ministry of Interior which will benefit only Czech Republic, Ministry of Interior will be charged by the Plass Data additional services fees according to the pricing in the Bid Price.

PROVISION OF TRANSLATION SUPPORT (INTO CZECH LANGUAGE)

Plass Data will provide translation support. The translation support includes the assistance of one (1) Plass Data trainer during two (2) weeks in the Czech Republic – we offer to assist the Czech Republic, Ministry of Interior in translating the user interface of the Plass Data DVI System International into Czech language. Plass Data do not perform any actual translation of words/sentences, for that we will need the assistance of the relevant the Czech Republic, Ministry of Interior resources, but we will do the fitting of the translations in the user interface, build the necessary rdl-files etc.

The costs of the required resources from Czech Republic, Ministry of Interior for the translation is paid for by Czech Republic, Ministry of Interior.

The appropriate designated Czech Republic, Ministry of Interior personnel in connection with the translation is a DVI expert who is computer literate. The designated Czech Republic, Ministry of Interior personnel will naturally be guided by our trainer.

The translation support includes a basic translated AM and PM PDF form set with forms-fields in Czech language for printing, saving or import in DVI System International V5. The AM and PM formset translated is the INTERPOL 2013 DVI Formset. All future changes to the translated AM and PM Formset, which the Czech Republic, Ministry of Interior wants to implement in the translated PDF Formset will be charged by the Plass Data PDF Formset rate (currently €800).

The Plass Data translation support is considered to be completed/finalized when the Plass Data trainer after the two weeks of translation support leaves the Czech Republic.

PROVISION OF ON SITE SUPPORT

Upon request Plass Data will subject to payment of the on site support fees (clause xx of the License Conditions) provide technical on site support to the Czech Republic, Ministry of Interior to be conducted in the Czech Republic. Plass Data reserves the right to refuse this service e.g. if it considers the lives of its support personnel to be at risk. The on site support will be conducted in English. Time and place is to be agreed between the Czech Republic, Ministry of Interior and Plass Data.

PROVISION OF 2ND LEVEL STATE OF EMERGENCY SUPPORT

At the request of Czech Republic, Ministry of Interior and subject to payment of the state of emergency support fees (clause xx of the License Conditions) we will provide second level (tier 2) support online, via phone or via SMS according to the state of emergency defect correction response times (clause 16 of Annexe No. 2 License Conditions). The state of emergency support will be handled by a designated contact for handling state of emergency support requests.

PROVISION OF ADDITIONAL SERVICES

The Customer has the option to place an Official Order with Plass Data for Additional Services. Additional Services means software development, programming, enhancement, implementation or related services that the Customer may require from time to time.

All Additional Services undertaken by Plass Data will be charged in accordance with the rate identified in the Bid Price.

TENDERER'S EXPERIENCE AND MANAGEMENT CAPABILITY

EXPERIENCE:

The DVI System International has been used in the aftermath of major accidents and disasters all over the world since the mid-1990s. For instance it has been used for the identification of the victims after:

- The terrorist bombings in Bali (2002)
- The Thai tsunami – in the Thai Tsunami Victim Identification Centre (2005)
- The terrorist bombings in London (2005)
- The Spanair Flight 5022 crash in Madrid (2008)
- The Princess of the Stars ferry capsizing in the Philippines (2008)
- The Black Saturday bushfires in Victoria, Australia (2009)
- The Air France AF447 plane crash in the Atlantic Ocean (2009)
- The Afriqiyah Airways Flight 771 crash in Libya (2010)
- The Oslo bombings and Utøya shootings in Norway (2011)
- The Lac-Mégantic derailment in Quebec, Canada (July 2013)
- The MH17 plane crash in eastern Ukraine (August 2014)
- The Germanwings A320 plane crash in France (March 2015)

Today the DVI System International is being used by INTERPOL and many countries around the world.

Being a very experienced team the Plass Data trainers and supporters has provided training and onsite support many times and in various scenarios. For instance the Plass Data support team provided on site support:

At the Tsunami Victim Identification Centre in Thailand for several months of 2005

For both the Norwegian and the Swedish Police to help them optimize their DVI and MPUB setup

To several authorities in Hilversum, the Netherlands for the identification of the victims of the MH17 plane crash.

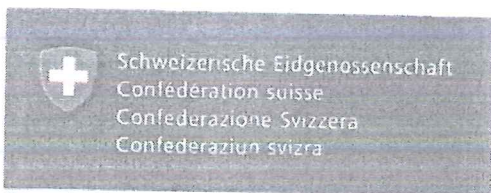
Since 1995 we have provided training in more than 25 customer countries.

PLASS DATA MANAGEMENT CAPABILITY

The company is managed by a board.

Below the board is an executive board where the CEO mr. Karsten Hector is in charge of daily operations. CEO has appointed a management team, which has four members who are department heads. Each member is responsible for his department.

Overall project manager for DVI system is Technical Director René Pape, one of the members of the management team.



Supported by a grant from Swiss-Czech Cooperation

plass data

ATTACHMENT 2

SOFTWARE LICENCE AGREEMENT - ENTERPRISE LICENSE

Mail address Enquiries Plass Data Software A/S
Plass Data Tlf. +45 59 45 50 00
Taastrup Moellevej 12A Fax +45 59 45 50 70
4300 Holbaek dvi@plassdata.com www.plassdata.com

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CVR-no. 15 92 27 02
A/S reg. no. 20 55 27

Recitals

At the request of the Customer, Plass Data has offered to supply to the Customer for its use one (1) Licence for the Licensed Software.

The Customer agrees to accept Plass Data's offer to supply the Licensed Software on the terms and conditions set out in these Licence Conditions.

1 INTERPRETATION

- 1.1 In this Agreement, unless the contrary intention appears:
 - 1.1.1 A reference to the Customer includes any entity that may, from time to time, administer this Agreement on behalf of the Customer;
 - 1.1.2 Words importing persons include a partnership and a body whether corporate or otherwise;
 - 1.1.3 Monetary references are in Euro (prefixed by the symbol €);
 - 1.1.4 The Licensed Software means all computer software as specified in clause 15; and
 - 1.1.5 Where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of a Schedule (and Attachments if any), the terms and conditions of the clauses prevail.

2 COMPLETE AGREEMENT AND VARIATION

- 2.1 This Agreement constitutes the entire agreement between the Customer and Plass Data relating to the Licensed Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by Plass Data.
- 2.2 No variation of this Agreement is binding unless it is agreed in writing between the parties.

3 GENERAL

- 3.1 Plass Data is the proprietary owner/authorized distributor of the software listed in clause 15.
- 3.2 The Plass Data software and documentation are licensed, not sold, to the Customer by Plass Data Software A/S ("Plass Data") for use only under the terms of this License Agreement. Plass Data retain ownership of the Plass Data Software itself and reserve all rights not expressly granted to the Customer. The terms of this License Agreement will govern any software upgrades provided by Plass Data that replace and/or supplement the original Plass Data Software product, unless such upgrade is accompanied by a separate license in which case the terms of that License Agreement will govern.

4 REQUIREMENTS AND RESPONSIBILITIES

- 4.1 Plass Data shall in accordance with this Agreement:
 - 4.1.1 Supply the Customer with the Licensed Software in accordance with this Agreement; and
 - 4.1.2 Provide Documentation in accordance with clause 11.
- 4.2 Plass Data's responsibility under this clause 4 is offset to the extent that the Customer delay in meeting the Customer's own obligations under this Agreement and which in turn affect Plass Data.

5 GENERAL WARRANTIES

- 5.1 Plass Data warrants that it has the right and authority to grant the licence in clause 6.1 in respect of the Licensed Software;
- 5.2 the Licensed Software does not infringe the Intellectual Property rights of any person; and
- 5.3 it is the proprietary owner and the authorized distributor of the Licensed Software.

6 LICENCE CONDITIONS

- 6.1 Plass Data grants to the Customer an irrevocable, perpetual, non-exclusive and worldwide enterprise Licence to use and copy the Licensed Software, including the right to transfer (gift) the Licensed Software to each of the Customer Police Jurisdictions in the Czech Republic for their exclusive use, in accordance with this Agreement.
- 6.2 This Licence is an enterprise licence, being a licence that covers (permits) all (unlimited) users in the Customer organization, including those based or needing to access or use the Licensed Software while outside the Czech Republic. In this respect, the Licence is also a world-wide licence.
- 6.3 ~~Plass Data warrants that it has the right and authority to grant a Licence of the kind in clause 6.1 to the Customer in respect of the Licensed Software.~~
- 6.4 The Customer shall Licence and Plass Data shall supply such number of Licences of the Licensed Software as are detailed in clause 15.1.3 and paid for by the Customer.
- 6.5 This Licence entitles the Customer to:
 - 6.5.1 Use the Documentation in support of the use of the Licensed Software:
 - 6.5.2 Make such number of copies of the Licensed Software and Documentation as is reasonably required by the Customer and each of the Customer Police Jurisdictions in the Czech Republic for their internal use, including for disaster recovery, archival, training and back-up purposes; and
 - 6.5.3 To permit use of the Licensed Software by Czech Customer Partner Organizations assisting the Customer in Customer DVI work on a permanent basis.
- 6.6 The Customer shall not reverse assemble or reverse compile the Licensed Software in whole or in part.

7 TRANSFER

- 7.1 The Customer shall not rent, lease, lend, sell, redistribute or sublicense the Licensed Software except in the particular scenarios contained in clause 6.1 and 6.5.3.

8 DURATION OF LICENCE

- 8.1 The Licence shall commence on the Final Acceptance Date and continue in perpetuity thereafter, subject to the Customer complying with the terms of this Agreement.

9 SOFTWARE WARRANTIES

- 9.1 Plass Data warrants that the Licensed Software (including all Updates and New Releases):
 - 9.1.1 is free from material defects and errors, and does not contain any virus, Trojan or worm
 - 9.1.2 will at all times be following the information on <https://plassdata.jira.com/wiki/display/DVISUP>

- 9.2 Defect means a defect, fault, error or malfunction in the Licensed Software such that the Licensed Software does not comply with and cannot be used in accordance with the functionality of the Licensed Software as described on <https://plassdata.jira.com/wiki/display/DVISUP>
- 9.2.1 No translation issues is a defect
- 9.3 The software Warranty Period, being the period during which the warranty provisions of this Agreement shall apply, commencing from the Acceptance Date, is equivalent to the purchased Maintenance and Support Period for the Licensed Software.
- 9.4 The Customer shall notify Plass Data if the Licensed Software fails to meet the warranties contained in clause 9.1.
- 9.5 If at any time during the Warranty Period the Customer believes that there is a Defect in the Licensed Software such that the Licensed Software does not comply with, or cannot be used in accordance with, the specifications available on <https://plassdata.jira.com/wiki/display/DVISUP>, the Customer shall notify Plass Data of that perceived Defect.
- 9.6 Plass Data shall inspect the Licensed Software and, if necessary, rectify the Licensed Software within the Defect Correction Response Times as specified in clause 16 or within a timeframe otherwise agreed between Plass Data and the Customer, after receiving notice from the Customer pursuant to clause 9.4 and 9.5. Following such rectification, the Licensed Software shall continue to conform to the warranties contained in this Agreement.
- 9.7 All rectification work carried out or supplied pursuant to clause 9.6 is warranted for 90 days from the date the work was completed.
- 9.8 Plass Data shall not be liable under this clause 9 to the extent that any Defect is caused by the Customer or a third party, including the failure of the Customer or a third party to maintain the Customer Operating IT Environment or operate the Licensed Software in accordance with the specifications relating to the Licensed Software detailed in this Agreement and on <https://plassdata.jira.com/wiki/display/DVISUP>.

10 PROTECTION/SECURITY OF LICENSED SOFTWARE

- 10.1 If required by Plass Data in writing, the Customer shall keep records of the number and location of copies of the Licensed Software and, if requested in writing by Plass Data, make these records available to Plass Data.
- 10.2 The Customer shall ensure that prior to disposing of any media, any Licensed Software contained on that media has been erased or otherwise destroyed.

11 DOCUMENTATION

- 11.1 At the time of delivery, Plass Data will as a minimum provide in electronic format to the Customer copies of the following documents:
- 11.1.1 Licensed Software User Manual; and
- 11.1.2 System Administration Manual.

12 ASSIGNMENT AND NOVATION

- 12.1 The Customer agrees not to assign, in whole or in part, its rights and obligations under this Agreement without the prior written approval of Plass Data.

- 12.2 The Customer agrees not to consult with any other person for the purposes of entering into an arrangement that will require novation of this Agreement without first consulting Plass Data, except where the novation is to a public sector body.

13 TERMINATION

- 13.1 This License Agreement is effective until terminated. Customer rights under this License Agreement will terminate automatically or otherwise cease to be effective without notice from Plass Data if the Customer fails to comply with any term (s) of this License Agreement. Upon the termination of this License Agreement, the Customer shall cease all use of the Licensed Software and destroy all copies, full or partial, of the Licensed Software.

14 APPLICABLE LAW

- 14.1 The laws of Denmark apply to this License Agreement.

15 LICENCED SOFTWARE

- 15.1 The Licensed software is as follows:
- 15.1.1 Software Items:
- 15.1.1.1 Plass Data DVI System International
- 15.1.1.2 Plass Data MPUB feature (NB: only available with an active DVI System International Maintenance and Support Agreement)
- 15.1.2 License type:
- 15.1.2.1 Enterprise and Perpetual – Organizational Use Worldwide for Unlimited Users – see clause 6
- 15.1.3 Quantity to be supplied:
- 15.1.3.1 1 (one)

16 DEFECT CORRECTION RESPONSE TIMES

- 16.1 Defect Correction Response Time means the time within which the Plass Data must respond to a request for the remedy of a Defect.
- 16.2 Normal Defect Correction Response Times

Normal Defect Correction Response Times for Functional & Technical Support During Danish Business Days 9:00AM to 4:00PM (GMT+1 hour)		
Type	Danish Office Hours	Outside Danish Office Hours
Time to Response	4 hrs.	Within 4 hours of office hours resuming
Time to Resolution	Up to 4 business days turn around for 80% of issues; Subject to analysis for all others*	Within 4 business days of office hours resuming for 80% of issues; Subject to analysis for all others*

- 16.2.1 *A technical analysis will be made to define the impact of the reported issue. The results of which will be reported back to the Contract Manager within a 1 Danish business day time frame indicating the estimated time to resolution.

16.3 State of Emergency Defect Correction Response Times

"State of Emergency" Defect Correction Response Times for Functional & Technical Support				
Type		Danish Office Hours	Outside Danish Office Hours	Email Support
Time to Response	Non Critical	2 hrs.	Within 2 hours of office hours resuming	Within 2 hrs. of office hours resuming
	Critical	15 min	4 hrs. *	Critical issues must be logged via phone support
Time to Resolution	Non Critical	2 hrs. turn around for 80% of issues Subject to analysis for all others*	Within 2 hours of office hours resuming for 80% of issues; Subject to analysis for all others*	Within 2 hrs. of office hours resuming
	Critical	2 hrs. *	4 hrs. *	Critical issues must be logged via phone support

- 16.3.1 *A technical analysis will be made to define the impact of the reported issue. The results of which will be reported back to the Contract Manager within a 4-hour time frame indicating the estimated time to resolution

16.4 Definitions and Clarifications

Definitions and Clarifications		
Key:	State of Emergency	Defect correction response times to be provided by the Supplier upon request by the Customer in the event of an emergency. The Supplier will provide a separate price for this level of service upon request by the customer.
	Critical	The System is inaccessible or; A bug has been identified that prevents the completion of a critical job function that does not have an appropriate workaround within an acceptable time frame or; Performance deems the system unusable.
	Non Critical	The system is accessible however the following may have occurred: A bug has been identified that does not effect a critical job function or an appropriate workaround has been provided or; A functionality query exists that cannot be solved by the online Help facility or the in-house Application administrator.

- 16.4.1 Once critical support issues are resolved within the Defect Correction Response Times as Categorized above the Supplier will contact the Contract Manager to confirm. Support issues not resolved within the above timeframes will be communicated to the Contract Manager and a technical report explaining as to why this occurred.
- 16.4.2 The Defect Correction Response Times are based on issues logged via phone to the Supplier, except where otherwise agreed between the Contract Manager and the Supplier (e.g. email support).

SIGNED for and on behalf of

PLASS DATA SOFTWARE A/S

by authority of



17/11-15

Karsten Hector, CEO

Date

plass  data

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