Access to STRmix™ Software by Defence Legal teams ("Access Policy")

STRmix Limited (the "Company") makes STRmix™ software available for purchase by all parties, including attorneys and scientific experts that act on behalf of defence legal teams, subject to compliance with the STRmix™ Software Licence Agreement. Such attorneys and scientific experts can (and have) attended paid STRmix™ training workshops, which are held regularly, where they receive a time-limited version of the software. In addition, many papers describing the biological model, mathematics and performance of STRmix™ have been published internationally (see www.strmix.com/#how), contributing to the information available to all parties. Comparison with other methods has been undertaken in conjunction with third parties (see http://www.cstl.nist.gov/strbase/pub_pres/Coble-ISFG2013-Investigation-of-Software-Programs.pdf). Furthermore, a Summary of Miscodes is publicly available on the Company's website at www.strmix.com/#news

The Company considers that the STRmix™ software is best tested by empirical testing or examining the Extended Output for the compiled STRmix™ software, rather than the source code. The Extended Output is defined as an output of the STRmix™ software containing the intermediate steps of the STRmix™ interpretation process. Examining it allows individual forensic laboratories, attorneys or experts for the defence to verify the accuracy of STRmix™.

Members of defence legal teams may access the production version of the STRmix™ software and more particularly the Extended Output in the same way as forensic DNA laboratories by:

- Attending a paid STRmix™ training workshop to receive full STRmix™ training (a condition of STRmix™ use for casework) which includes a time-limited version of the STRmix™ software,
- Purchasing the STRmix™ software (mandatory training workshop attendance additional).

Subject to the requirements contained in this Access Policy, where STRmix™ has been used to generate scientific evidence for the prosecution in a criminal case being heard in a court of law (the "Case"), attorneys or defence scientific expert witnesses (each a "Recipient") retained by the accused in the Case can request in writing access to and inspection of any or all of the following (collectively the "STRmix™ Materials") for the STRmix™ version used in the Case:

- a two-month time limited version of the production (compiled) version of the STRmix™ software,
- Developmental Validation Records as defined in Appendix 1, and
- the STRmix™ User's Manuals as defined in Appendix 2.

A Recipient that is a defence scientific expert witness can, in addition to accessing and inspecting the STRmix™ Materials and upon compliance with the requirements of this Access Policy, request in writing access to and inspection of the STRmix™ source code (as defined in Appendix 3) (the "Source Code") for the applicable version of the STRmix™ software used in the Case.

The Company and its affiliated entities have expended time, effort, and substantial resources to develop the STRmix™ Materials and the Source Code and to maintain the confidentiality and secrecy thereof. The STRmix™ Materials and the Source Code are trade secrets of the Company and constitute valuable proprietary, privileged, confidential and secret intellectual property belonging to the Company. Because of the foregoing, the Company will only disclose the STRmix™ Materials and/or the Source Code, or part thereof, to the Recipient under or upon satisfaction of all of the following conditions:

1. The Recipient is not a current or intending developer of, and has no current or intended future direct or indirect commercial or employment interest in, competing software products.
2. The Recipient is retained by the accused (or legal counsel for the accused) in the Case.
3. The Recipient executes the following in form and substance satisfactory to legal counsel of the Company:
    (a) For requests to disclose all or part of the STRmix™ Materials only, a *STRmix™ Abbreviated Non-Disclosure and Confidentiality Agreement*, provided by the Company and signed by the Recipient.
    (b) For requests to disclose all or part of the STRmix™ Materials and the Source Code, a *STRmix™ Full Non-Disclosure and Confidentiality Agreement*, provided by the Company, signed by the Recipient and received by the Company at least one month prior to any Source Code disclosure.
4. The STRmix™ Materials and/or Source Code or part thereof released to the Recipient under the applicable non-disclosure and confidentiality agreement will be limited to that STRmix™ software version used in the Case.
5. Financial arrangements satisfactory to the Company must be in place to ensure that the full costs of disclosure will be recoverable by the Company from the Recipient.
6. The Source Code, including any documents in read-only format, will be produced for inspection at the offices of US legal counsel for the Company: Blake R. Gerney, Brennan Manna & Diamond, 75 East Market Street, Akron, Ohio 44308 or at such other location as may be designated by the Company from time to time, or otherwise mutually agreed to between the Company and the Recipient, in accordance with the following conditions:
    (a) The Recipient must be under direct supervision in the room in which the inspection occurs, by a representative of the Company who will remain present during the full period of the inspection;
    (b) The inspection will occur by means of a stand-alone inspection computer supplied by the Company, which will include the Source Code;
    (c) No photographic devices including but not limited to cameras, laptops, mobile telephones tablet devices or other electronic devices will be permitted in the room with the stand-alone computer;
    (d) The stand-alone inspection computer will not be connected to the internet, will not be enabled to accept storage devices such as a USB stick or CD, and no such devices shall be permitted in the room; and
    (e) Taking of handwritten notes, or computer-based notes, on a separate, internet enabled note-taking computer, provided by the Company, is permitted during

the inspection. The note-taking computer will not be enabled to accept storage devices such as USB stick or CD.

7. Where the time-limited version of the STRmix™ software is being disclosed, the Recipient agrees to adhere to the licence terms of the time-limited version of the Software as outlined in Paragraph 7(b) below and terms of use as outlined in Paragraph 8 below. The disclosure shall be made by means of an installation link emailed to the Recipient by a representative of the Company on receipt of an installation fee of $150 (USD). The disclosure will include the following:

    (a) A limited, revocable, non-exclusive, non-transferable, royalty-free license to install and use one copy of the STRmix™ software on a single computer, device, workstation, terminal, or other digital electronic or analog device for 60 days; and

    (b) A copy of the following document in PDF: "STRmix™ 60 DAY DEFENSE ACCESS SOFTWARE LICENSE AGREEMENT" which the Recipient hereby agrees shall govern the Recipient's use of the time-limited version of the STRmix™ software and which may only be renewed by the mutual agreement of Recipient and the Company.

8. Recipient will only use the time-limited version of STRmix™ software disclosed in accordance with paragraph 7 above on Case data and will only utilise the laboratory-specific STRmix™ kit parameters previously determined by internal validation.

9. Where the STRmix™ User's Manuals are being disclosed the disclosure shall be made by means of email or secure file share from the Company which will include the STRmix™ User's Manuals in PDF format, watermarked for use only by the Recipient in the Case.

10. Where the Developmental Validation Records are being disclosed the disclosure shall be made by means of email or secure file share from the Company which will include the documents in PDF format or Excel format.

11. The Company reserves the right to impose additional conditions or obligations which are required by applicable law or which the Company deems reasonably necessary to ensure adequate protection of (i) identifying or confidential information of third parties possessed by the Company, and (ii) the confidential, proprietary, and trade secret status of the STRmix™ Materials, the Source Code, or any other documents or information Requested by the Recipient under this Access Policy.

All information and/or documentation provided by the Company under this Access Policy will at all times remain the property of the Company. Each Recipient acknowledges that (i) all disclosures are subject to the sole discretion of the Company, (ii) any disclosure made is for the convenience of the Recipient only, without warranty or representation of any kind as to completeness, accuracy, compatibility, or suitability for Recipient's intended purpose, and (iii) that the Company is under no continuing obligation to supplement or update any information and/or documentation disclosed. This Access Policy may be modified, revised or amended at any time by the Company without notice.

For additional information on access to STRmix™ please contact bjorn.sutherland@esr.cri.nz

Appendix 1 – Developmental Validation Records definition

Developmental Validation Records are records relating to the scientific and operational verification of STRmix™ for the STRmix™ software version used in the Case. Where identifying information is present for an individual or laboratory not related to the Case and permission has not been obtained for this data to be disclosed, this data and identifying information may be redacted from the documentation where applicable.

Developmental Validation Records can be provided as follows:

v2.3 series
- Test scripts - available for versions 2.3.07, 2.3.08, 2.3.09 and 2.3.10
- Release and Testing Reports (v2.3 up to and including STRmix™ version used in the Case) - available for versions 2.3.07, 2.3.08, 2.3.09 and 2.3.10
- Change Requests (v2.3 up to and including STRmix™ version used in the Case) - available as follows:
  - v2.3.07 CR1, 3, 3a, 4, 5, 6, 8, 9, 10 and 11
  - v2.3.08 CR15
  - v2.3.09 CR16
  - v2.3.10 CR21
- Build Process Chart – not in existence
- Issue Tracking Report – not in existence
- Functional Diagram – not in existence
- Release Process Chart – not in existence
- Compliance with Guidelines document (v2.5.11) – available
- Risk Identification document (v2.5.11) – available

v2.4 series
- Test scripts - available for versions 2.4.03, 2.4.04, 2.4.05, 2.4.06, 2.4.08
- Release and Testing Reports (v2.4 up to and including STRmix™ version used in the Case) - available for versions 2.4.03, 2.4.04, 2.4.05, 2.4.06 and 2.4.08
- Change Requests (v2.4 up to and including STRmix™ version used in the Case) - available as follows:
  - v2.4.03 CR12, 13 and 14
  - v2.4.04 CR18
  - v2.4.05 CR20
  - v2.4.06 CR35
  - v2.4.08 CR42 and 43
- Build Process Chart – available
- Issue Tracking Report – not in existence
- Functional Diagram – not in existence
- Release Process Chart – not in existence
- Compliance with Guidelines document (v2.5.11) – available
- Risk Identification document (v2.5.11) – available

v2.5 series

- Test scripts - available for non-production versions 2.5.02, 2.5.08, 2.5.09, 2.5.10 and production release version 2.5.11
- Release and Testing Reports (v2.5 up to and including STRmix™ version used in the Case) - available for version 2.5.11
- Change Requests (v2.5 up to and including STRmix™ version used in the Case) - available as follows:
  - v2.5.02 CR22, 23, 24, 25, 27, 28 and 29
  - v2.5.08 CR26, 30, 31, 32, 33, 34, 36, 37, 38, 39, and 40
  - v2.5.09 CR41
  - v2.5.10 CR44
  - v2.5.11 CR45
- Build Process Chart – available
- Issue Tracking Report – available
- Functional Diagram – not in existence
- Release Process Chart – not in existence
- Compliance with Guidelines document (v2.5.11) – available
- Risk Identification document (v2.5.11) – available

v2.6 series

- Test scripts - available for non-production versions 2.6.0.29 and 2.6.0.37 and production versions 2.6.0, 2.6.1, 2.6.2 and 2.6.3
- Release and Testing Reports (v2.6 up to and including STRmix™ version used in the Case) - available for versions 2.6.0, 2.6.1, 2.6.2 and 2.6.3
- Change Requests (v2.6 up to and including STRmix™ version used in the Case) - available as follows:
  - v2.6.0.29 CR48
  - v2.6.0 CR49
  - v2.6.1 CR50
  - v2.6.2 CR51
  - v2.6.3 CR53
- Build Process Chart – available for versions 2.6.0 and 2.6.3
- Issue Tracking Report – available
- Functional Diagram – available
- Release Process Chart – available for versions 2.6.0 and 2.6.3
- Compliance with Guidelines document (v2.5.11) – available
- Risk Identification document (v2.5.11) – available

v2.7 series

- Test scripts - available for non-production versions v2.7.0.36, v2.7.0.39 and v2.7.0.40; and production version 2.7.0
- STRmix v2.7 Test Report
- Release and Testing Reports (v2.7 up to and including STRmix™ version used in the Case) - available for version 2.7.0
- Change Requests (v2.7 up to and including STRmix™ version used in the Case) - available as follows:

- o v2.7.0.37 CR52
- o v2.7.0 CR54
- Build Process Chart – available
- Issue Tracking Report – available
- Functional Diagram – available
- Release Process Chart – available
- Compliance with Guidelines document (v2.7.0) – available
- Risk Identification document (v2.7.0) – available

Appendix 2 - STRmix™ User's Manuals definition

v2.3 series
User's Manual, Installation Manual and Implementation and Validation Guide, watermarked for use in the Case.

v2.4, v2.5, v2.6 and v2.7 series
User's Manual, Operation Manual, Installation Manual, Implementation and Validation Guide watermarked for use in the Case.

Appendix 3 – Source Code definition

v2.3 series
- Source code provided with Netbeans IDE for reviewing the source code.
- Software Requirements Specification document (v2.5.11).

v2.4 series
- Source code provided with Netbeans IDE for reviewing the source code.
- Software Requirements Specification document (v2.5.11).

v2.5 series
- Source code provided with Netbeans IDE for reviewing the source code.
- Software Requirements Specification document (v2.5.11).

v2.6 series
- Source code provided with Netbeans IDE for reviewing the source code.
- Software Requirements Specification document (v2.5.11).

v2.7 series
- Source code provided with Netbeans IDE for reviewing the source code.
- Software Requirements Specification document (v2.5.11).