

JURY+ Jury Management System  
Software Maintenance Agreement  
Terms and Conditions  
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This agreement is made between Jury Systems Incorporated ("JSI") and Pacific County District Courts in and for the State of Washington (Customer") for the maintenance and improvement of the JURY+ Software and Related Documentation (hereinafter collectively referred to as "Programs") comprised of the following:

*JURY+ Next Generation*

The annual upgrade maintenance fees for JURY+ are as follows:

JURY+ <i>Next Generation</i> Premium Plan	\$ 2,070
Crystal Maintenance	\$ 81
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<b>Total</b>	<b>\$ 2,151</b>

In order to maintain and improve the JURY+ Jury Management System, JSI provides maintenance and support plans on the terms and conditions hereinafter set forth:

**1. Premium JURY+ Maintenance**

- a) If the Programs malfunction and fail to perform as described in the JURY+ User Tutorial provided by JSI, JSI will attempt to identify the source of the malfunction, determine the cause of the malfunction and document its findings.

The Customer shall notify JSI immediately regarding Program malfunctions and, if requested, shall provide a listing of output and such other data as is required to reproduce operating conditions as existed when the suspected malfunction occurred

- b) JSI provides the Customer with those enhancements to the Programs that are released during the term of this Agreement. Each such enhancement shall be provided to the Customer within ninety (90) days after general release by JSI. The term "enhancement" includes any revision of or improvement to the Programs that substantially conforms to published literature provided to the Customer by JSI as of the date of the Software License. The Customer agrees to install such enhancements in a timely manner and understands that JSI does not support any but the current version of the Programs.
- c) JSI agrees to provide unlimited telephone hot line support and dial-up direct system access services to the Customer during JSI's normal business hours. These services include answering questions, providing technical guidance with regard to the Programs, receiving trouble reports, trouble-

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shooting system problems and other investigative services relative to the Programs. In addition, emergency support is provided on a 24x7 basis.

- d) To the extent technically feasible, JSI attempts to cause the Programs to perform in accordance with its published specifications and may load new versions of the Programs via a telecommunication connection to the Customer's JURY+ system. The Customer agrees to keep the necessary telecommunications components (communications software and a modem) and connections in operation during the term of this Agreement.
- e) If the services specified in subparagraphs 1(a), 1(b), 1(c) and 1(d) require travel to the Customer's location, the Customer agrees to pay JSI's associated travel and per diem expenses. JSI agrees to obtain the Customer's prior approval before making any trips to the Customer's location.

**2. +1 JURY+ Maintenance**

+1 Maintenance is an add-on service that permits the Customer to use JSI's telephone hot line support with regard to incidents not directly related to the Programs. Such incidents include but are not limited to operation of the physical JURY+ environment such as hardware, forms, cabling, telecommunication, interfaces to other systems, etc.

**3. +2 JURY+ Maintenance**

+2 Maintenance is an add-on service whereby JSI annually loads selected potential jurors into the Customer's JURY+ system. Included in this service is the elimination of certain prospective jurors from the load according to criteria specified by the Customer.

**4. +3 JURY+ Maintenance**

+3 Maintenance is an add-on service whereby JSI annually merges the Customer's source lists. The merge is conducted according to criteria specified by the Customer. Subscription to +3 maintenance includes, at no cost, all services provided under +2 maintenance.

**5. +4 JURY+ Maintenance**

+4 Maintenance is an add-on service whereby JSI, on request, performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes.

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**6. Other Systems Maintenance**

If any Program malfunction is determined under Paragraph 1(a) to have been caused by machine malfunction, by an enhancement to the Programs not provided by JSI, by the use of incorrect data, by the use of incorrect procedures by Customer's personnel, or by any other cause not attributable to JSI, (e.g., JSI's programming, or incorrect instructions from JSI personnel or documentation provided by JSI) corrective action shall be treated as Other Systems Maintenance and shall not be covered by this Agreement. The Customer may elect to purchase from JSI the professional services necessary to correct such a malfunction.

**7. Schedule of Charges and Payment**

- a) The annual charge for the Premium JURY+ Maintenance specified in Paragraph 1 shall be 18% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed and 22% of Crystal Reports Site Licenses.

The annual charge each year for +1 Maintenance and support services specified in paragraph 4 shall be \$250 per workstation/access server installed in the JURY+ configuration.

The annual charges for +2 and +3 Maintenance are quoted on an annual basis and are dependent on the number of jurors the Customer loads into JURY+.

The charge for +4 Maintenance is \$1,100/day (plus expenses) with a three-day minimum. The Customer shall pay the full annual charge for maintenance and support services on the anniversary date of the acceptance of the Programs.

- b) Charges for Other Systems Maintenance (see Paragraph 6) which are approved by the Customer shall be billed by JSI as incurred and shall be paid by the Customer within thirty (30) days of the invoice date.

**8. Term of Agreement**

- a) Services under this Agreement shall commence 60 days after notification of acceptance of JURY+.
- b) This Agreement shall constitute a contract only after it is accepted in writing by an officer of JSI.
- c) This Agreement shall continue in effect until terminated by JSI or the Customer in the manner specified herein.
- d) Either the Customer or JSI may terminate this Agreement only by giving written notice to the other that this Agreement will terminate on the next succeeding anniversary date. Such notice shall be given on or before ninety (90) days prior to the anniversary date.
- e) In the event of termination of this Agreement, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of termination, and JSI will complete investigative services under paragraph 1(a) or corrective services under paragraphs 1(b), 1(c) and 1(d), which have not been completed on the effective date of termination and the Customer shall pay for such investigative or corrective services in the same manner as if termination of this Agreement had not occurred.

**9. Limitation of Warranty**

JSI AGREES THAT ALL SERVICES COVERED BY THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH GENERALLY ACCEPTED DATA PROCESSING INDUSTRY STANDARDS. JSI MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT AS TO MERCHANTABILITY OR FITNESS OF SUCH ENHANCEMENTS NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AS TO SUCH ENHANCEMENTS, EXCEPT AS STATED IN THIS AGREEMENT. JSI MAKES NO REPRESENTATION OR WARRANTY AS TO THE MANNER OF PERFORMANCE OF INVESTIGATIVE OR CORRECTIVE SERVICES UNDER THIS AGREEMENT, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, EXCEPT AS STATED IN THIS AGREEMENT. JSI ASSUMES NO LIABILITY OR OBLIGATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OF USE, REVENUE, PROFIT OR CONSEQUENTIAL DAMAGES.

## **10. Enhancement License and Conditions**

Customer's license to use enhancements provided by JSI under this Agreement, JSI's right, title and interest in and to all enhancements, whether provided by JSI, the Customer, the Customer's employees, or any third party, and customer's duty to safeguard enhancements shall be controlled by all and each of the terms and conditions set forth in the applicable Software License Agreement made and executed by JSI and the Customer and in effect on the date of execution of this Agreement, which terms and conditions are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

## **11. General Conditions**

- a) The heading of any paragraph contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement nor a representation as to the contents thereof.
- b) This Agreement may not be modified or changed orally, but only by a writing signed by both parties. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of Washington.

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pacific.

- c) Charges specified herein do not include taxes, and the Customer pays, or reimburses JSI, for all applicable federal, state and local taxes including but not limited to sales, use or occupation taxes (but exclusive of income and corporate franchise taxes).
- d) JSI shall not be liable for failure or delay in providing any enhancement or service specified herein due to fire, riot, war, labor disputes, or causes or conditions beyond its reasonable control. In no event is JSI liable for any consequential damages.
- e) If the Customer fails to purchase either Standard or Premium JURY+ Maintenance or if such maintenance is terminated, CUSTOMER will not be entitled to receive maintenance services for JURY+. To reinstate such services, CUSTOMER must pay maintenance fees for all periods during which maintenance was not in effect, on a cumulative basis, together with interest thereon compounded annually at the rate of ten percent (10%) per

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annum commencing with the expiration or termination of the last paid maintenance period.

- f) If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive source code placed in escrow for the Customer in the event JSI is unable to maintain JURY+.

**12. Attachments**

Attached hereto and made a part hereto: n/a

IN WITNESS WHEREOF, JSI's and the Customer's authorized representatives execute this Agreement as follows:

JSI

Customer

Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

Pacific County District Courts  
7013 Sandridge Road  
Long Beach, WA 98631

By \_\_\_\_\_

By \_\_\_\_\_

Mary O'Donnell

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

Director of Sales

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_