

JURY+ Jury Management System  
Software Maintenance Agreement  
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This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County ("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*  
JURY+ Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2007 through November 30, 2008 are as follows:

Premium Plan	\$ 9,618
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
<b>Total</b>	<b>\$ 12,618</b>

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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, which 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, which 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.

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- 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, troubleshooting 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 (Close-Up 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 reasonable associated travel and per diem expenses in accordance with the "Meals and Incidental Expense Allowance" for federal employees traveling within the continental United States, contained in Internal Revenue Service Publication 1542, such expenses to be incurred only after prior Customer approval. 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.

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**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.

**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 such Other Systems Maintenance at such hourly rates and upon such other terms as are provided in a separate written agreement between the parties at the time such professional services are necessary.

**7. Schedule of Charges and Payment**

The charges set forth on page 1 of this agreement are for the services specified therein and described in Sections 1-5 of this agreement, and are based upon the following schedule, which is provided for convenience of reference only:

- a) The annual charge for the Premium JURY+ Maintenance specified in Paragraph 1 shall be 16.5% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed.
- b) 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.
- c) 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 on December 1, 2007 the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2007 through November 30, 2008.

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**8. Expiration or Termination of Agreement**

- a) The Customer shall provide notice to JSI on or before ninety (90) days prior to the expiration or termination date of this Agreement if it does not intend to enter into a new annual maintenance agreement with JSI. In that event, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of expiration, 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 expiration or termination and the Customer shall pay for such investigative or corrective services in the same manner as if expiration or termination of this Agreement had not occurred.
- b) Notwithstanding the foregoing, termination of this Agreement by the Customer upon failure of appropriation may occur as provided in Section 12m.

**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

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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. Insurance Requirements**

- a. The Contractor shall obtain and maintain continuously for the term of this contract, at own expense, Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit, and Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence, and/or other insurance to indemnify for the activities and services of this contract. All insurance shall be placed with insurance carriers licensed to do business in Washington State, and with carriers with an AM Best rating of A- or better.
- b. Such insurance shall be endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty days' written prior notice to the County.
- c. Such insurance shall be endorsed to include a "cross liability", "severability of interests", or "separation of insureds" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought."
- d. If coverage is on a claims-made form, the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall state that coverage is claims-made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor, at own expense, for a minimum of three years following the termination of this contract. The Contractor shall annually provide the County with proof of renewal. If renewal of the claims-made form of coverage becomes unavailable, or economically unavailable, the Contractor shall execute a form of guarantee acceptable to the County to assure financial responsibility for liability of services performed.
- e. The Contractor shall provide the County a certificate of insurance as evidence of coverage and have the County named on its policy as Additional Insured. Approval of insurance is a condition precedent to approval of this contract by Risk Management.

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- f) Upon written request, the County reserves the right to receive copies of any insurance policy.

**12. General Conditions**

- a) JSI agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Customer. The parties agree that JSI is not entitled to any benefits or rights enjoyed by employees of the Customer. JSI specifically has the right to direct and control JSI's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. Customer shall only have the right to assure performance.
- b) All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of work under this Agreement shall become the property of the Customer.
- c) No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
- d) The Customer may, at reasonable times, inspect the books and records of JSI relating to its performance of this Agreement. JSI shall keep all records required by this Agreement for seven (7) years after termination of this Agreement for audit purposes.
- e) JSI shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- f) JSI shall not assign any of its rights, duties or obligations under this Agreement without the prior express written consent of Snohomish County.
- g) 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. Should any conflicts exist between any attached exhibit or schedule to this Agreement, if any, and the text of this Agreement, the text shall prevail.
- h) This Agreement may be modified only by a writing signed by authorized representatives of each party. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of

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Washington and that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

- i) Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or local sales taxes it is required to pay on goods procured by it for use in performing services for the Customer under this Agreement. In the latter case, such reimbursement shall be made upon an invoice by JSI to the County to which is attached original receipts showing the goods purchased, dates of purchase and sales taxes paid by JSI.
- j) JSI shall not be liable for failure or delay in providing any enhancement or service specified herein due to fire, riot, war, labor disputes, acts of God, or causes or conditions beyond its reasonable control. In no event is JSI liable for any consequential damages.
- k) 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 annum commencing with the expiration or termination of the last paid maintenance period.
- l) 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+.
- m) The obligation of the Customer to pay for services performed beyond the end of the Snohomish County fiscal year in effect at the commencement of this Agreement is contingent upon appropriation of funds by its governing body for the specific purpose of funding this Agreement. Upon the failure of such appropriation, Snohomish County may terminate this Agreement.
- n) This Agreement constitutes the entire understanding of the parties as to the subject matter hereof. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

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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

Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By *Lisa Perl*  
Name Printed Lisa Perl  
Title Controller  
Date 11-27-07

By *Pam L. Daniels*  
Name Printed Pam L. DANIELS  
Title COUNTY CLERK  
Date 11/28/07

By *Deanna Dawson*  
Name Printed \_\_\_\_\_  
Title DEANNA DAWSON  
Executive Director  
Date 12-8-07

Approved as to technology requirements:  
By *Ronald C. Knight*  
Dept. Information Services  
Date 11/7/07

Approved as to insurance provisions:  
By *Deanne Wilson*  
Risk Management  
Date 11-13-07

Approved as to form only:  
By *Joni H. Ostergard*  
Deputy Prosecuting Attorney  
Date November 6, 2007

COUNCIL USE ONLY	
Approved:	<u>123.07</u>
Docfile:	<u>D-2</u>