

JURY+ Jury Management System  
Software Maintenance Agreement  
Terms and Conditions  
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This agreement is made between Jury Systems Incorporated, a California corporation, ("JSI") and Snohomish County, a political subdivision of 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 maintenance fees for JURY+ for the period December 1, 2009, through November 30, 2010, are as follows:

Premium Plan	\$ 10,488
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
<b>Total</b>	<b>\$ 13,488</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 and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference:

**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 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.

**ORIGINAL**

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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. However, access to the Customer network will only be granted in accordance with the attached County Remote Vendor Network Access policy and procedure documents.
- 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, and Snohomish County Travel Expense Policy #1211, 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**

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+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.

**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 18% 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.

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The Customer shall pay on December 1, 2009, the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2009, through November 30, 2010.

**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 to fund this agreement 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 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.

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**Indemnification / Hold Harmless**

JSI shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JSI and the County, its officers, officials, employees, and volunteers, JSI's liability hereunder shall be only to the extent of JSI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes JSI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Insurance Requirements**

- a. JSI shall obtain and maintain continuously for the term of this contract, at JSI's own expense, primary Commercial General Liability Insurance, Automobile Liability Insurance and Professional Technical Insurance with minimum limits of \$1,000,000 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. 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 JSI, at JSI's own expense, for a minimum of three years following the termination of this contract.
- d. JSI shall annually provide the County with proof of renewal.
- e. JSI 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

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insurance is a condition precedent to approval of this contract by Risk Management.

- f. Upon written request, the Customer 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

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effect of this Agreement shall be governed by the laws of the State of 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 Standard or Premium JURY + maintenance or is such maintenance is terminated, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay one hundred (100) percent of maintenance fees for all periods during which maintenance was not in effect.
- l. If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- 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.

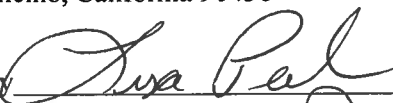
This Agreement constitutes the entire understanding of the parties as to the subject matter hereof. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.


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

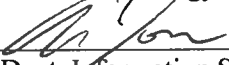
JSI  
Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

Customer  
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By   
Name Printed Lisa Perl  
Title Controller  
Date 11-3-09

By   
Name Printed \_\_\_\_\_  
Title PETER B. CAMP  
Executive Director  
Date 11/18/09

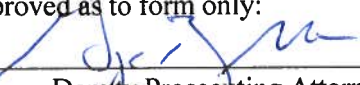
Approved as to technology requirements:

By   
Dept. Information Services  
Date 11/9/09

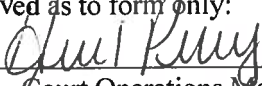
Approved as to insurance provisions:

By   
Risk Management  
Date 11-10-09

Approved as to form only:

By   
Deputy Prosecuting Attorney  
Date 11/9/09

Approved as to form only:

By   
Court Operations Manager - Clerk  
Date 11-9-09



## Software Maintenance Agreement Service Level Requirements

### 1. Definitions.

“Enhancements” means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

“Major Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the left of the decimal point (e.g., 3.0).

“Update Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the right of the decimal point (e.g., 3.1).

“Release” means a Major Release or a Minor Release.

“Service Pack” (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as “Critical” or “Non-critical” at Vendor’s sole discretion.

“Software” has the meaning given in the Software License Agreement between Vendor and Licensee.

“Technical Support Contacts” has the meaning given in Section 8 below.

**2 Support Obligations.** This policy details Vendor’s support services obligations to Licensee (“Support Services”).

**3. Error Reporting.** The Technical Support Contacts may report Errors by any one of the following means:

**Telephone:** Available 24x7, Live response during standard service hours  
Toll free within the United States: 877-582-3450  
After-hours pager response service for Severity 1 issues

**E-Mail:** Available 24x7, Live response during standard service hours  
Address:  
After-hours pager response service for Severity 1 issues

Standard service hours are 8:00AM – 5:00PM Monday to Friday PST, excluding all public holidays. Annual fees for Standard support are 18% of the license fees for the supported Software for the first 3 years (which dollar amount is subject to a 2% annual increase thereafter).

**4. Response.** If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided, that, Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

“Response” is defined as assignment of a Vendor support specialist to resolve Licensee’s Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue”. “Case Resolution” is defined as Vendor having provided an answer, work around, Service Pack or Minor Release to resolve a support incident.

If a Severity 1 Error is not resolved within 8 business hours of being reported, Vendor will within 24 hours of request of Licensee send a support engineer onsite to assist with the resolution.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor’s receipt of Customer’s written notice requesting such a change.

**5. Enhancements.** During the term of Vendor’s Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee’s option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,400 per day, plus travel expenses. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

**6. Conditions for Providing Support.** Vendor’s obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor’s Customer Support Center or via remote access to Licensee’s site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis or obtain a quote for performing such Support Services. All remote access by Vendor shall comply with Licensee’s network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee’s system.

**7. Exclusions from Vendor’s Support Services.** Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee’s negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor’s obligations do not cover business processes authored using the Software.

**8. Releases Supported.** Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the “Current Release”), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.

9. **Escalation Path For Technical Support Issues.** If Licensee is not satisfied with the technical support provided by Vendor, Licensee shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.

Vendor shall provide Licensee ninety (90) days written notice of the renewal date and any price changes for the renewal term and shall provide an invoice at least thirty (30) days prior to the renewal date. In no event shall the price of the Support Services increase within the first 3 years and shall not increase more than two percent (2%) in any renewal period thereafter. Invoices for Maintenance Fees shall be due within thirty (30) days of the receipt of invoice.

10. **Renewal.** The Support Service Agreement shall renew for additional one (1) year upon issuance of a purchase order for the annual fee.

**Support Severity, Response and Resolution Table**

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> <li>Complete inability to use the Software and there is no reasonable Workaround; or</li> <li>Severely limited ability to use major functionality of the Software and there is no reasonable Workaround.</li> </ul>	1 Service Hour	<ul style="list-style-type: none"> <li>Immediate engagement of Technical Product Specialist</li> <li>Immediate notification of Support Manager.</li> <li>Further escalation to Senior Developer.</li> </ul>	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> <li>Severely limited ability to use major functionality of the Software; or</li> <li>Complete inability to use minor functionality of the Software</li> </ul>	4 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> <li>Limited ability to use major functionality of the Software; or</li> <li>Minor errors in functionality of the Software.</li> </ul>	8 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist.</li> <li>Further escalation to development staff.</li> </ul>	10 business days unless otherwise agreed by the parties.
Severity 4 Low Impact	<ul style="list-style-type: none"> <li>General inquiries on the use of a Software module; or</li> <li>Minor cosmetic errors, e.g. in layout and formatting; or</li> <li>Extreme boundary conditions which are unlikely in normal use.</li> </ul>	24 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	As mutually agreed to by the parties.
Severity 5	<ul style="list-style-type: none"> <li>Feature Requests.</li> </ul>	40 Service Hours	<ul style="list-style-type: none"> <li>As available.</li> </ul>	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact		Lead Support Engineer			
Final Contact		Vice President, Professional Services			

**EXECUTIVE/COUNCIL APPROVAL FORM**

**MANAGEMENT ROUTING:**  
 EXECUTIVE Aaron Reardon  
 EXEC. DIR. Peter Camp  
 DIRECTOR/ELECTED Sonya Kraski  
 DEPARTMENT Clerk  
 DIV. MGR. Heidi Percy  
 DIVISION Courtroom Operations  
 ORIGINATOR Heidi Percy  
 DATE 11/10/09 EXT. 3469

**TO: COUNCIL CHAIRPERSON:**  
**SNOHOMISH COUNTY COUNCIL**

**EXECUTIVE RECOMMENDATION:**  
 Approve \_\_\_\_\_ No Recommendation  
 \_\_\_\_\_ Further Processing  
 \_\_\_\_\_ Requested By \_\_\_\_\_

[Signature] **PETER B. CAMP**  
 Executive Office Signature  
 CEO Staff Review Cep 11 11 8/09  
 Received at Council Office 1 1

**DOCUMENT TYPE:**  
 \_\_\_\_\_ BUDGET ACTION:  
     \_\_\_\_\_ Emergency Appropriation  
     \_\_\_\_\_ Supplemental Appropriation  
     \_\_\_\_\_ Budget Transfer  
 **CONTRACT: Renewal**  
     \_\_\_\_\_ New  
     \_\_\_\_\_ Amendment

\_\_\_\_\_ GRANT APPLICATION  
 \_\_\_\_\_ ORDINANCE  
     \_\_\_\_\_ Amendment to Ord. # \_\_\_\_\_  
 \_\_\_\_\_ PLAN  
 \_\_\_\_\_ OTHER

**DOCUMENT / AGENDA TITLE:**  
 Jury+ Jury Management System Software Maintenance Agreement

**APPROVAL AUTHORITY:**  
 EXECUTIVE X COUNCIL \_\_\_\_\_  
 HANDLING: NORMAL \_\_\_\_\_ EXPEDITE X URGENT \_\_\_\_\_  
 CITE BASIS **SCC 3.04.140(2)**  
 PURPOSE: \_\_\_\_\_ DEADLINE DATE **11/30/09**

Annual maintenance agreement for jury management software.

**BACKGROUND:**  
 Annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. We have utilized Jury+ since 1990, with an upgrade to the software completed at the beginning of 2003.  
 The Jury+ system has provided complete services in jury management while ensuring compliance with the state law. The software and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury performance standards and requirements. Jury Systems, Inc. has continually responded in a timely and efficient manner with their service.  
 Current contract expires November 30, 2009.

**FISCAL IMPLICATIONS:**

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
505 514 880 4801	13,488		
<b>TOTAL</b>	<b>13,488</b>		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	

DEPARTMENT FISCAL IMPACT NOTES:  
 Funding available within current 2009 budget.

Roger Neumaier, Finance Director

BUDGET REVIEW: Analyst                      Administrator                      Recommend Approval                     

**CONTRACT INFORMATION:**

ORIGINAL  CONTRACT # \_\_\_\_\_ AMOUNT **\$13,488**  
 AMENDMENT  CONTRACT # \_\_\_\_\_ AMOUNT **\$**

**CONTRACT PERIOD:**

ORIGINAL Start 12/1/2009 End 11/30/2010  
 AMENDMENT Start \_\_\_\_\_ End \_\_\_\_\_

**CONTRACT / PROJECT TITLE:**

**Jury+ Next Generation Software Maintenance Agreement**

**CONTRACTOR NAME & ADDRESS (City/State only):**

**Jury Systems Incorporated  
 Encino, CA**

**APPROVED:**

RISK MANAGEMENT Yes  No

COMMENTS \_\_\_\_\_

PROSECUTING ATTY - AS TO FORM: Yes  No

**OTHER DEPARTMENTAL REVIEW / COMMENTS:**

DIS reviewed and approved.

**ELECTRONIC ATTACHMENTS :** (List & include path & filename for each, e.g. G:\ECAF\deptname\docname\_Motion)

**NON-ELECTRONIC ATTACHMENTS:**

Original JSI Maintenance Agreement (2)

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This agreement is made between Jury Systems Incorporated, a California corporation, ("JSI") and Snohomish County, a political subdivision of 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 maintenance fees for JURY+ for the period December 1, 2009, through November 30, 2010, are as follows:

Premium Plan	\$ 10,488
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
<b>Total</b>	<b>\$ 13,488</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 and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference:

**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 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.

**ORIGINAL**

JURY+ Jury Management System  
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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. However, access to the Customer network will only be granted in accordance with the attached County Remote Vendor Network Access policy and procedure documents.
- 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, and Snohomish County Travel Expense Policy #1211, 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**

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+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.

**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 18% 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.

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The Customer shall pay on December 1, 2009, the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2009, through November 30, 2010.

**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 to fund this agreement 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 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.



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**Indemnification / Hold Harmless**

JSI shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JSI and the County, its officers, officials, employees, and volunteers, JSI's liability hereunder shall be only to the extent of JSI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes JSI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Insurance Requirements**

- a. JSI shall obtain and maintain continuously for the term of this contract, at JSI's own expense, primary Commercial General Liability Insurance, Automobile Liability Insurance and Professional Technical Insurance with minimum limits of \$1,000,000 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. 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 JSI, at JSI's own expense, for a minimum of three years following the termination of this contract.
- d. JSI shall annually provide the County with proof of renewal.
- e. JSI 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

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insurance is a condition precedent to approval of this contract by Risk Management.

- f. Upon written request, the Customer 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

JURY+ Jury Management System  
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effect of this Agreement shall be governed by the laws of the State of Washington and that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

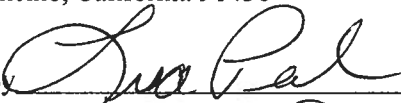
- i. Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or 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 Standard or Premium JURY + maintenance or is such maintenance is terminated, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay one hundred (100) percent of maintenance fees for all periods during which maintenance was not in effect.
- l. If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- 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.

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.

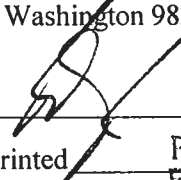
JURY+ Jury Management System  
Software Maintenance Agreement  
Terms and Conditions  
Page 8 of 8

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

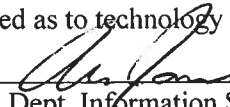
JSI  
Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

By   
Name Printed Lisa Perl  
Title Controller  
Date 11-3-09

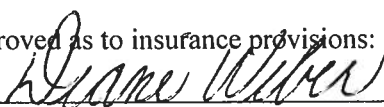
Customer  
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By   
Name Printed PETER B. CAMP  
Title Executive Director  
Date 11/13/09

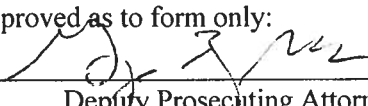
Approved as to technology requirements:

By   
Dept. Information Services  
Date 11/9/09

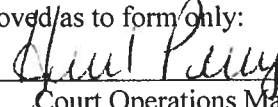
Approved as to insurance provisions:

By   
Risk Management  
Date 11-10-09

Approved as to form only:

By   
Deputy Prosecuting Attorney  
Date 11/9/09

Approved as to form only:

By   
Court Operations Manager - Clerk  
Date 11-9-09

## Software Maintenance Agreement Service Level Requirements

### 1. Definitions.

“Enhancements” means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

“Major Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the left of the decimal point (e.g., 3.0).

“Update Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the right of the decimal point (e.g., 3.1).

“Release” means a Major Release or a Minor Release.

“Service Pack” (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as “Critical” or “Non-critical” at Vendor’s sole discretion.

“Software” has the meaning given in the Software License Agreement between Vendor and Licensee.

“Technical Support Contacts” has the meaning given in Section 8 below.

**2 Support Obligations.** This policy details Vendor’s support services obligations to Licensee (“Support Services”).

**3. Error Reporting.** The Technical Support Contacts may report Errors by any one of the following means:

Telephone: Available 24x7, Live response during standard service hours  
Toll free within the United States: 877-582-3450  
After-hours pager response service for Severity 1 issues

E-Mail: Available 24x7, Live response during standard service hours  
Address:  
After-hours pager response service for Severity 1 issues

Standard service hours are 8:00AM – 5:00PM Monday to Friday PST, excluding all public holidays. Annual fees for Standard support are 18% of the license fees for the supported Software for the first 3 years (which dollar amount is subject to a 2% annual increase thereafter).

**4. Response.** If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided, that, Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

“Response” is defined as assignment of a Vendor support specialist to resolve Licensee’s Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue”. “Case Resolution” is defined as Vendor having provided an answer, work around, Service Pack or Minor Release to resolve a support incident.

If a Severity 1 Error is not resolved within 8 business hours of being reported, Vendor will within 24 hours of request of Licensee send a support engineer onsite to assist with the resolution.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor’s receipt of Customer’s written notice requesting such a change.

**5. Enhancements.** During the term of Vendor’s Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee’s option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,400 per day, plus travel expenses. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

**6. Conditions for Providing Support.** Vendor’s obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor’s Customer Support Center or via remote access to Licensee’s site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis or obtain a quote for performing such Support Services. All remote access by Vendor shall comply with Licensee’s network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee’s system.

**7. Exclusions from Vendor’s Support Services.** Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee’s negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor’s obligations do not cover business processes authored using the Software.

**8. Releases Supported.** Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the “Current Release”), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.

9. **Escalation Path For Technical Support Issues.** If Licensee is not satisfied with the technical support provided by Vendor, Licensee shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.
10. **Renewal.** The Support Service Agreement shall renew for additional one (1) year upon issuance of a purchase order for the annual fee.

Vendor shall provide Licensee ninety (90) days written notice of the renewal date and any price changes for the renewal term and shall provide an invoice at least thirty (30) days prior to the renewal date. In no event shall the price of the Support Services increase within the first 3 years and shall not increase more than two percent (2%) in any renewal period thereafter. Invoices for Maintenance Fees shall be due within thirty (30) days of the receipt of invoice.

**Support Severity, Response and Resolution Table**

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> <li>Complete inability to use the Software and there is no reasonable Workaround; or</li> <li>Severely limited ability to use major functionality of the Software and there is no reasonable Workaround.</li> </ul>	1 Service Hour	<ul style="list-style-type: none"> <li>Immediate engagement of Technical Product Specialist</li> <li>Immediate notification of Support Manager.</li> <li>Further escalation to Senior Developer.</li> </ul>	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> <li>Severely limited ability to use major functionality of the Software; or</li> <li>Complete inability to use minor functionality of the Software</li> </ul>	4 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> <li>Limited ability to use major functionality of the Software; or</li> <li>Minor errors in functionality of the Software.</li> </ul>	8 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist.</li> <li>Further escalation to development staff.</li> </ul>	10 business days unless otherwise agreed by the parties.
Severity 4 Low Impact	<ul style="list-style-type: none"> <li>General inquiries on the use of a Software module; or</li> <li>Minor cosmetic errors, e.g. in layout and formatting; or</li> <li>Extreme boundary conditions which are unlikely in normal use.</li> </ul>	24 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	As mutually agreed to by the parties.
Severity 5	<ul style="list-style-type: none"> <li>Feature Requests.</li> </ul>	40 Service Hours	<ul style="list-style-type: none"> <li>As available.</li> </ul>	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact		Lead Support Engineer			
Final Contact		Vice President, Professional Services			

original to DIS

# Invoice

Invoice #: 00004261



Federal Tax ID: 95-4617347

**JURY SYSTEMS**  
INCORPORATED

**Bill To:**

Ms. Heidi Percy

Snohomish County  
Clerks Office  
3000 Rockefeller Avenue  
Mailstop 605  
Everett, WA 98201

Date: 10/1/09

Page: 1

Terms: Net 60

Your Order #:

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/09-11/30/10)		
Premium Plan	\$10,488.00	
+3 Plan (1 load per year)	\$3,000.00	

Sub Total        \$13,488.00

This Invoice is due and payable per the terms stated above. Please make checks payable to: **Jury Systems Incorporated**. Send your payment, marked "Attention Accounts Receivable", to the address shown below. Thank you.

Sub Total:        \$13,488.00

Shipping:         \$0.00

Sales Tax:        \$0.00

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**TOTAL DUE        \$13,488.00**

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