

**JURY+ JURY MANAGEMENT SYSTEM SOFTWARE
MAINTENANCE AGREEMENT TERMS AND CONDITIONS**

This JURY + Jury Management Software Maintenance Agreement (the "Agreement") is made between Jury Systems Incorporated, a California corporation duly licensed to do business in Washington State, ("JSI") and Snohomish County, a political subdivision of the State of Washington, (the "County" or "Customer") for the maintenance and improvement of the JURY+ Software and Related Documentation (hereinafter collectively referred to as "Programs") comprised of JURY+ *Next Generation*, JURY+ Solution Suite, and JURY+ Shoebox ARM.

RECITALS

Whereas, JSI is the creator and vendor of certain software database products, commonly known as the "JURY+ Jury Management System," that are used for jury business functions, including: summoning, rescheduling,, dismissal, attendance, courtroom assignment and other related tasks.

Whereas, the County originally purchased the Jury + Software pursuant to that certain Agreement dated October 23, 2002 (the "Original Agreement"), by and between the County and JSI.

Whereas, between the date of the Original Agreement and this Software and Maintenance Agreement the County and JSI have executed several amendments to the Original Agreement, including but not limited to: (i) Amendment 1, executed on November 19, 2003, (ii) Amendment 2, executed on December 15, 2004, (iii) Amendment 3, executed on October 27, 2005, (iv) Amendment 4, executed on December 7, 2006, (v) Amendment 5, executed on December 8, 2007, (vi) Amendment 6, executed on January 8, 2009, (vii) Amendment 7, executed on November 18, 2009, and (viii) Amendment 8, executed on November 4, 2010. as modified by these amendments the Original Agreement shall be called the "Agreement."

Whereas, in order to maintain and improve the JURY+ Jury Management System, JSI provides maintenance and support plans, the County desires to purchase from JSI a maintenance and support plan for improvement of the JURY + Management System, under the terms and conditions described in this Agreement and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference

Now therefore, in consideration for the mutual covenants and agreements herein, the parties agree as follows:

1. Premium JURY+ Maintenance and Standard Support Requirements

- a. The standard support requirements described in this section are in addition to any support requirements specified in Appendix A.
- b. 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.
- c. 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
- d. JSI shall provide 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.
- e. 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.
- f. 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 County Remote Vendor Network Access policy and procedure documents.
- g. If the services specified in sections 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 may be incurred only after prior Customer approval. JSI agrees to obtain the Customer's 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.

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. Charges and Schedule of Payment

The annual maintenance fees for JURY+ *Next Generation*, JURY+ Solution Suite, and JURY+ Shoebox ARM for the Initial Term shall be as follows:

Premium Plan	\$ 21,149
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (one juror load per year)
	\$ 24,149
Sub-Total:	\$ 24,149
WA State Sales Tax:	\$ 2,222

Grand Total: \$ 26,371

Provided that the Customer load remains the same, annual maintenance fees shall remain "Firm-Fixed" for the initial three (3) years (Initial Term plus two renewal terms). Subsequent one (1) year renewal term rates may be increased but may not exceed Two Percent (2%) from the preceding year. The Customer reserves the right to review and approve any price increase prior to authorizing payment.

Charges set forth in this paragraph are for the services specified herein and described in paragraphs 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 and 20% of the non-discounted published license price on the Solution Suite, at the time of installation.
- 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 in accordance with Page 1 of this Agreement, 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 add on.

The Customer shall pay annually, on or before the anniversary date of December 1, and for each subsequent one (1) year agreement renewal, provided that JSI submits an invoice to the Customer to allow for a Net Thirty (30) Day payment. The full annual charge set forth in this paragraph for maintenance and support services shall apply.

8. Term and the affect of Termination of Agreement

- a. The Initial Term of this Agreement will commence on December 1, 2011, and continue for a one (1) year ("Initial Term"). At the expiration of the Initial Term this Agreement will renew automatically for successive one (1) year renewal terms ("Renewal Term"), provided that (i) payment is made by the Customer in accordance with this Agreement, or (ii) this Agreement is not terminated in accordance with paragraph 8(b).
- b. The Customer may terminate at any time for any reason and shall provide thirty (30) days written notice to JSI. In that event, JSI will not provide Customer with any enhancements to the Programs which are released within the thirty (30) day period before the effective date of expiration. However, prior to the thirty (30) day notice of termination, if JSI completes investigative services under paragraph 1(a) or corrective services under paragraphs 1(b), 1(c) and 1(d), the Customer shall pay for such investigative or corrective services.
- c. Notwithstanding the foregoing, termination of this Agreement by the Customer upon failure of appropriation to fund this agreement may occur as provided in paragraph 13(m).

9. Limitation of Warranty

JSI agrees that all services provided pursuant to 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.

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. INDEMNIFICATION

Indemnification requirements are set for in Section 7 of the Original Agreement.

12. 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. Claims made Commercial General Liability insurance will not be accepted. 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 name Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty (30) days' written prior notice to the County.
- c. Professional Technical Liability Insurance is written on a claims-made form and the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall 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 naming the County as an additional insured with the additional insured endorsement Approval of insurance is a condition precedent to approval of this contract by Risk Manager.
- f. Upon written request, the County reserves the right to receive copies of any insurance policy.

13. General Conditions

- a. **Independent Contractor.** 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. **Ownership of Documentation.** 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. **Access to Books and Records.** 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.
- d. **Compliance with the Law.** JSI shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- e. **Non-Assignment.** JSI shall not assign any of its rights, duties or obligations under this Agreement without the prior express written consent of Snohomish County.
- f. **Order of Precedence.** 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.
- g. **Taxes Not Included.** 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.
- h. **Force Majeure.** 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.
- i. **Reinstatement of Maintenance Service Following Termination.** If the Customer fails to purchase 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 one hundred percent (100%) of maintenance fees for all periods during which maintenance was not in effect.

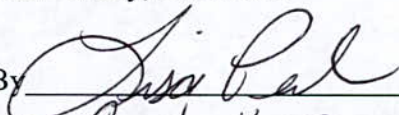
- j. **Source Escrow.** If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- k. **Ratification.** Execution of this Agreement constitutes ratification by the Customer of the work performed on its behalf prior to formal execution of this Agreement. Payment for services rendered prior to formal execution of this Agreement shall be included in the annual fees, described in Section 7.
- l. **Entire 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.
- g. **Non-Discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.
JSI shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by JSI of the JSI's compliance with the requirements of Chapter 2.460 SCC. If JSI is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and immediate termination at the County's discretion. This provision shall not affect the JSI's obligations under other federal, state, or local laws against discrimination.
- h. **Federal Non- Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
- i. **Public Records.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement,

whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

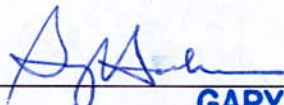
The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

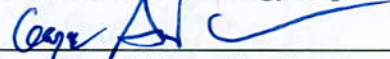
JSI
Jury Systems Incorporated
1985 Yosemite Ave., Suite 135
Simi Valley, CA 93063

By 
Title Controller


Customer
Snohomish County
3000 Rockefeller Avenue
Everett, Washington 98201

By 
Title GARY HAAKENSON
Deputy County Executive

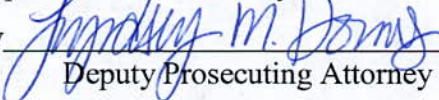
Approved as to technology requirements:

By 
Dept. Information Services

Approved as to insurance provisions:

By 
Risk Management

Approved as to form only:

By  4/18/12
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>5-9-12</u>
Docfile:	<u>D-2</u>

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, which 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, which 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 \$1,100 per day, plus travel expenses with a three-day minimum add on.. 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"> • Complete inability to use the Software and there is no reasonable Workaround; or • Severely limited ability to use major functionality of the Software and there is no reasonable Workaround. 	1 Service Hour	<ul style="list-style-type: none"> • Immediate engagement of Technical Product Specialist • Immediate notification of Support Manager. • Further escalation to Senior Developer. 	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> • Severely limited ability to use major functionality of the Software; or • Complete inability to use minor functionality of the Software 	4 Service Hours	<ul style="list-style-type: none"> • Escalation from Support Desk Representative to Technical Product Specialist • Further escalation to development staff. 	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> • Limited ability to use major functionality of the Software; or • Minor errors in functionality of the Software. 	8 Service Hours	<ul style="list-style-type: none"> • Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist. • Further escalation to development staff. 	10 business days unless otherwise agreed by the parties.
Severity	<ul style="list-style-type: none"> • General inquiries on 	24 Service	<ul style="list-style-type: none"> • Escalation from 	As mutually agreed to by the

4 Low Impact	the use of a Software module; or <ul style="list-style-type: none"> Minor cosmetic errors, e.g. in layout and formatting; or Extreme boundary conditions which are unlikely in normal use. 	Hours	Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist <ul style="list-style-type: none"> Further escalation to development staff. 	parties.
Severity 5	<ul style="list-style-type: none"> Feature Requests. 	40 Service Hours	<ul style="list-style-type: none"> As available. 	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			