Jury Systems
Incorporated

This Agreement is made between Jury Systems Incorporated, a California corporation ("JSI") and Snohomish County, a charter County of the State of Washington (the "COUNTY") for the license of the JURY+ Next Generation Software and Related Documentation, (hereinafter collectively referred to as "Programs") comprised of the following:

> JURY+ *Next Generation* jury management system. Jury + Next Generation is a full function jury management system that handles all business functions including: juror summoning, rescheduling dismissal, attendance, courtroom assignment and pay. The system uses a Windows based graphical user interface (GUI) and a relational database management system. In comparison to Jury+ Classic, this system offers a more intuitive view of the business. Use of the current technology allows the user to 'multi-task' (work on more than one function at a time) and provides enhanced printing and report production capabilities.

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1. **Grant of License**

   JSI grants and COUNTY accepts on the terms and conditions contained in this agreement a perpetual nonexclusive, nontransferable license to the Programs. The COUNTY'S rights under this agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.

2. **Installation, Training, and Acceptance**

   a) Installation. Within fourteen (14) days of the COUNTY delivering a Notice to Proceed to JSI, JSI shall deliver and install on the COUNTY server and other systems the Programs not yet installed. JSI shall discuss and agree with the COUNTY on an installation schedule that will minimize disruption to COUNTY services and functions. The COUNTY shall grant JSI access to the COUNTY server and other systems for the time required for such installation and shall give JSI priority use of the server and systems during installation according to the agreed schedule. Upon completion of installation, JSI shall deliver to the COUNTY a Certificate of Installation.

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b) Training. After delivering the Certificate of Installation, JSI will provide up to a total of five (5) days of user training for up to twelve (12) users per session at a County site designated by the COUNTY. One day of training shall consist of eight (8) classroom hours. (change proposed by JSI)

c) Acceptance. The COUNTY will have thirty (30) days after the last day of training (or installation if that occurs later) to refuse the Programs. If the Programs are not refused in writing within such thirty (30) days, the COUNTY shall be deemed to have accepted the Programs not refused ("Acceptance"). If the Programs are refused, the COUNTY shall return the refused item(s) promptly and shall have the right to receive prompt reimbursement of payments attributable to the refused Programs. In no event shall the COUNTY be entitled to reimbursement for installation or training fees after installation or training takes place under the terms of this Agreement. COUNTY acceptance of the Programs shall not diminish the COUNTY'S rights stated with respect to the Programs in this or any other Agreement.

3. **Change in Designated Operating Environment**

Snohomish County may change its designated Operating Environment at any time without incurring additional License Fees.

JSI - JSI will provide all identified support for the Programs, as provided for in this Agreement and in the Software Maintenance Agreement, for the COUNTY'S Operating Environment for a minimum of five (5) years from the date the COUNTY issues its Final Acceptance of the Programs, other products and Software Documentation. If JSI discontinues support for the COUNTY'S operating environment at any time prior to the expiration of this five-year period, JSI shall provide, at no cost to the COUNTY, all assistance necessary to move the COUNTY to an operating environment, of the COUNTY'S choice, that is supported by JSI. This assistance shall include, at a minimum, installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment, and training necessary to operate and maintain the system in the environment.

4.   **Use of Programs**

The COUNTY may use the Programs at the licensed site (which includes but is not limited to the Snohomish County Clerk's Office, Superior Court, all divisions of District Court, and the County network infrastructure) or in a remote access mode solely to process its own data and the data of all COUNTY remote sites located within the COUNTY'S jurisdiction. The COUNTY shall ensure that any remote site that has access to the Programs complies with this agreement. The COUNTY shall be liable for any breach of this agreement by any remote site. The COUNTY may transfer the Programs to any other site owned by COUNTY upon written notice to JSI. The COUNTY shall not assign, sublicense, extend or transfer its rights under this Agreement. The COUNTY shall have sole responsibility for the propriety, confidentiality, and the use of the data maintained by the Programs.

5.   **Right to Copy**

The COUNTY may make complete or partial copies of the Programs as needed solely for testing, archival, and back-up purposes. The COUNTY shall ensure that all copyright and other proprietary notices or legends contained in or placed upon the Programs shall appear on any such copies.

6.   **Warranty**

a)   For sixty (60) days following acceptance of the Programs (see Paragraph 2.c), JSI warrants that the Programs will conform to the Related Documentation. Should JSI fail to correct any nonconformance within sixty (60) days after receipt of written notice ("Cure Period"), the COUNTY may terminate this Agreement in whole or in part as it pertains to the nonconforming Programs, and receive a refund of the license fee for such Programs, and seek other remedies, as provided by the Uniform Commercial Code adopted by Washington State,. Any such notice of termination must be received by JSI within ten (10) days following the expiration of the Cure Period.

b)   JSI warrants that it has the authority to enter into this Agreement and perform its obligations hereunder.

c) **Virus Warranty.** Without limiting any other provision to the Agreement, JSI warrants that the Software does not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component) that could damage, destroy, or alter any computer program, firmware, or hardware or that could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. JSI shall immediately advise the County in writing upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. JSI shall indemnify and hold the County, its elected and appointed officials, employees and agents harmless from any damage resulting from the harm described above.

d) **Warranty Against Disabling or Restrictive Code.** Without limiting any other provision to the Agreement, JSI warrants that the Software does not contain and JSI will not introduce via modem or otherwise any code, date block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access to the Software or related data or equipment. JSI understands and agrees that the County's inability to use the Software or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

e) **Year 2000 Warranty.** Without limiting any other provision to this Agreement, JSI warrants that the use of dates on or after January 1, 2000 by the Software will not adversely affect its performance regarding date-dependent data, computations, output, or other functions, and that the Software will create, store, process, and output information related to or including dates on or after January 1, 2000 without error or omissions, and at no additional cost to the County.

7   **Indemnity**

JSI agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the COUNTY , and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of JSI, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

JSI shall defend at its expense any action brought against COUNTY to the extent that it is based on a claim that the Programs used within the scope of this Agreement infringes on a United States or foreign copyright, patent, or trade secret. JSI shall indemnify and save COUNTY harmless from any award of damages and costs against COUNTY for any action based on copyright, patent or trade secret infringement regarding Programs involved in the performance of the tasks and services covered by this agreement.

8.   Ownership of Programs

Except as otherwise provided for herein, title and full ownership rights including, but not limited to, all copyrights in and to all copies of the Programs shall remain the sole and exclusive property of JSI. The COUNTY acknowledges and agrees that the Programs constitute, contain and embody valuable confidential information, trade secrets and proprietary rights of JSI.

9.   Source Code Escrow

a)   Escrow Agent. JSI agrees to place current copies of its source code, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the software by JSI (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow agreement that must first be approved by the COUNTY. JSI will update these copies within forty-five (45) calendar days of each major product release. JSI will provide the Escrowed Material as required herein prior to the final acceptance date.

b)   Instances of Default. The COUNTY may access the Escrowed Material upon the occurrence of any one of the following instances of default:

i) JSI defaults on any of the terms of this agreement;
ii) JSI ceases its ongoing business operations;
iii) JSI stops maintenance support of the Programs in question;
iv) JSI fails to perform the contract in a timely fashion;
v) JSI suffers any act of insolvency; or
vi) JSI fails to maintain technical staff capable of supporting or modifying the software system.

10. **Confidentiality**

COUNTY shall not disclose, except as required by law, or otherwise make available to any third party, in whole or in part, the Programs or any information relating thereto, this Agreement, or any confidential material of JSI (or its licensor) except in confidence to employees of the COUNTY to enable the COUNTY to use the Programs. The COUNTY shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Programs and all other confidential material of JSI or its licensor. If object code only is licensed, the COUNTY agrees not to reverse assemble, decompile or otherwise attempt to create or derive source code from the Programs.

11. **Payment**

In consideration for a perpetual license to the Programs, Snohomish County agrees to pay the one-time fee for the perpetual JURY+ Next Generation license as follows:

Base License Fee for Wide Area Network	$ 25,000
Full Use Licenses (8)	$ 33,000
Total Classic Conversion License Fees	$ 58,000
Discount on Conversion License Fees (31%)	($ 17,980)
Total License Fee	**$ 40,020**

Additional one time fees:

Crystal Reports License	$ 250
Conversion	$ 500
Installation	$ 1,000
Customization	$ 500

![Jury Systems Incorporated logo]

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Total	$ 2,250
Total Non-Training Costs	**$42,270**

One time training fees:

Training	$ 4,000
Training Expenses	$ 800
Total Training Costs	**$ 4,800**

The Customer shall pay JSI for all fees due under this Agreement as follows:

a)   25% Payable upon approval of the properly signed and executed contract by the County Executive.

b)   50% Payable upon completion and acceptance of Phases 1, 2, and 3 as described in the Project Implementation Plan, a copy of which is attached as Exhibit A to this Agreement and is incorporated herein by this reference.

c)   25% Payable upon completion and acceptance of Phase 4, as described in the Project Implementation Plan (Exhibit A).

The County shall reimburse JSI for all reasonable travel and living expenses incurred by JSI in rendering all services. JSI shall obtain approval from the County prior to incurring any such expenses. Copies of all relevant receipts must be provided with the invoice when travel and living expenses are claimed. All charges shall be paid within a net thirty (30) days from receipt of a properly completed invoice. The County shall be responsible for all federal, state, or local taxes, duties, or similar assessments based on or arising out of this Agreement. Any amount not paid when due shall bear interest at the rate of 1-1/2% per month, or the maximum legal rate if less.

12.   Term And Termination

This Agreement shall become effective after execution by the parties. This Agreement may be terminated either by the COUNTY notifying JSI in writing that it is returning all copies of the Programs, or by JSI notifying COUNTY in writing of termination of this Agreement because the COUNTY failed to comply with any material term of this Agreement. JSI agrees that it will give the COUNTY at least sixty (60) days prior written notice before it knowingly disables the Software. Upon receipt of such termination notice from JSI, the COUNTY shall promptly return all

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copies of the Programs to JSI. Termination of this Agreement shall also terminate the license granted herein. The COUNTY'S obligations regarding confidentiality under this Agreement shall survive any termination.

Government Funding Termination. Notwithstanding any other provision of this Agreement, the COUNTY is prohibited by law from making financial commitments beyond the term of its current fiscal year, and financial obligations payable after the current fiscal year remain contingent upon appropriation of funds for that purpose according to law. The COUNTY has contracted for goods and services herein in good faith and has reason to believe that sufficient funds will be available for the full term of this agreement. If funds are not allocated for any fiscal period beyond the current one, the COUNTY shall have the right to terminate this Agreement and be released from any and all financial obligations hereunder without penalty or expense.

13.   **Miscellaneous**

a)   Governing Law and Venue - This Agreement shall be governed by the substantive laws of the State of Washington, without reference to the conflict of law principles. Any action or proceeding initiated to interpret or enforce this Agreement must be brought in the Superior Court of Snohomish County, Washington, and venue in such court shall be considered exclusive.

b)   Waiver - No waiver of any breach or remedy of this Agreement shall constitute a waiver of any other breach or remedy of the same or other provisions of this Agreement.

c)   Amendment - No Amendment shall be effective unless made in writing and signed by both JSI and the COUNTY .

d)   Severability - In the event that any provision herein shall be held illegal or unenforceable, such provision shall be severed and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

e)   Additional Remedies - Because of the unique and proprietary nature of the Programs, it is understood that any impairment of the parties' rights will irreparably harm the injured party, and therefore that both parties' remedies

at law are inadequate, and that either party shall be entitled to equitable relief, including without limitation injunctive relief or specific performance, in addition to all other remedies provided hereunder or available to the parties at law.

f)   Successors and Assigns - Subject to Section 1c., this Agreement shall be binding upon and inure to the benefit of each of the parties and their respect successors and permitted assigns.

g)   Notices – All notices under this Agreement are to be delivered by (a) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (b) facsimile using the facsimile number set forth below or any other facsimile number as the party may designate by providing notice, (c) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (d) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (a) if by registered mail, three (3) days after the notice's deposit in the mail, (b) if by facsimile transmission, overnight delivery service, or hand delivery, on the date delivered.

For the COUNTY
        Name: Fran Tiffany, Network Administrator
                    Debbi Mock, Administrative Specialist
        Address: Snohomish County Clerk's Office
                    MS 605 3000 Rockefeller Ave
                    Everett, WA 98201
        Telephone: (425)388-3384/(425)388-3665
        Facsimile: (425) 388-3806
        E-Mail: Fran.Tiffany@co.snohomish.wa.us
                    Debra.Mock@co.snohomish.wa.us

For JSI
        Name: Mary O'Donnell, Director of Sales
                    Lisa Smith, Controller
        Address: Jury Systems Incorporated
                    15760 Ventura Blvd, Suite A-16
                    Encino, CA 91436
        Telephone: (818) -788-5620

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Facsimile: (818) 461-3179
E-Mail: mary@jurysystems.com
             lisa@jurysystems.com

h)   Force Majeure – Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors. The parties agree to inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a delay in the performance of this Agreement.

14.   **Attachments**

Attached hereto and made a part hereto:
Exhibit A Project Implementation Plan
Exhibit B Technical Specifications

15.   **Entire Agreement**

BOTH PARTIES ACKNOWLEDGE READING AND UNDERSTANDING THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, HAVE BEEN MADE TO ANY PARTY HERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES AND INCORPORATES ALL PRIOR WRITTEN AND ALL PRIOR AND CONTEMPORANEOUS ORAL COMMUNICATIONS REGARDING THIS TRANSACTION. THE CUSTOMER MUST EXECUTE THIS AGREEMENT ON OR BEFORE **December 31, 2002** IN ORDER FOR JSI TO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT.

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The COUNTY'S and JSI's authorized representatives execute this Agreement as follows:

JSI
Jury Systems Incorporated
Encino, California

By: _Mary O'Donnell_

Name (Printed): Mary O'Donnell

Title: Director of Sales

Date: _10-11-02_

SNOHOMISH COUNTY

By: _Susan K. Neely_

Name (Printed): ~~Bob Drewel~~

SUSAN NEELY
Executive Director

Title: ~~County Executive~~

Date: _10-23-02_

APPROVED AS TO FORM

By _Cindy Larsen_

Name Printed _CINDY A. LARSEN 10-18-02_

Title _Deputy Prosecuting Attorney_

ID	O	Task Name	Duration	Start	Finish	Predeces	Resource Initials
1		**Initial Preparation**	**8 days**	**Wed 10/23/02**	**Fri 11/1/02**		
2		Identify local contacts	1 day	Wed 10/23/02	Wed 10/23/02		SNPM
3		Schedule Integration Meeting	8 days	Wed 10/23/02	Fri 11/1/02		SNPM
4	⊞	Integration Services Meeting	1 day	Mon 11/4/02	Mon 11/4/02	1	JSI,SNPM,SNCT,SNIS
5	⊞	Prepare and Ship Software	2 days	Tue 11/5/02	Wed 11/6/02	4	JSI
6		**Hardware Procurement & Setup**	**28 days**	**Tue 11/5/02**	**Thu 12/12/02**		
7		Obtain Hardware	20 days	Tue 11/5/02	Mon 12/2/02	4	SNIS
8		Install Hardware	3 days	Tue 12/3/02	Thu 12/5/02	7	SNIS
9		Network Configuration	3 days	Fri 12/6/02	Tue 12/10/02	8	SNIS
10		Setup Training Facilities	2 days	Wed 12/11/02	Thu 12/12/02	9	SNIS
11		**JURY+ Next Generation Installation**	**2 days**	**Wed 12/11/02**	**Thu 12/12/02**	9	
12		Database Installation & Setup	1 day	Wed 12/11/02	Wed 12/11/02		JSI,SNIS
13		Application Installation	1 day	Thu 12/12/02	Thu 12/12/02	12	JSI,SNIS
14		Training	5 days	Fri 12/13/02	Thu 12/19/02	11	JSI
15		Production Database Setup	2 days	Fri 12/20/02	Mon 1/6/03	14	JSI
16		**Juror List Preparation**	**3 days**	**Tue 1/7/03**	**Thu 1/9/03**		
17		Process New Source Lists	3 days	Tue 1/7/03	Thu 1/9/03	15	JSI
18		Conversion Juror Extract	1 day	Tue 1/7/03	Tue 1/7/03	15	JSI
19		Production Juror Load	1 day	Fri 1/10/03	Fri 1/10/03	14,16	JSI

Oct 27, '02

Snohomish Project Manager

Task	�	Summary	▼▼	Rolled Up Progress
Critical Task		Rolled Up Task		Split
Progress		Rolled Up Critical Task		External Tasks
Milestone	◆	Rolled Up Milestone	◆	Project Summary

Nov 3, '02 | Nov 10, '02 | Nov 17, '02 | Nov 24, '02 | Dec 1, '02

Snohomish Project Manager

Jury Systems Incorporated,Snohomish Project Manager,Snohomish Court Staff,Snohomish IS Department

Jury Systems Incorporated

Snohomish IS Department

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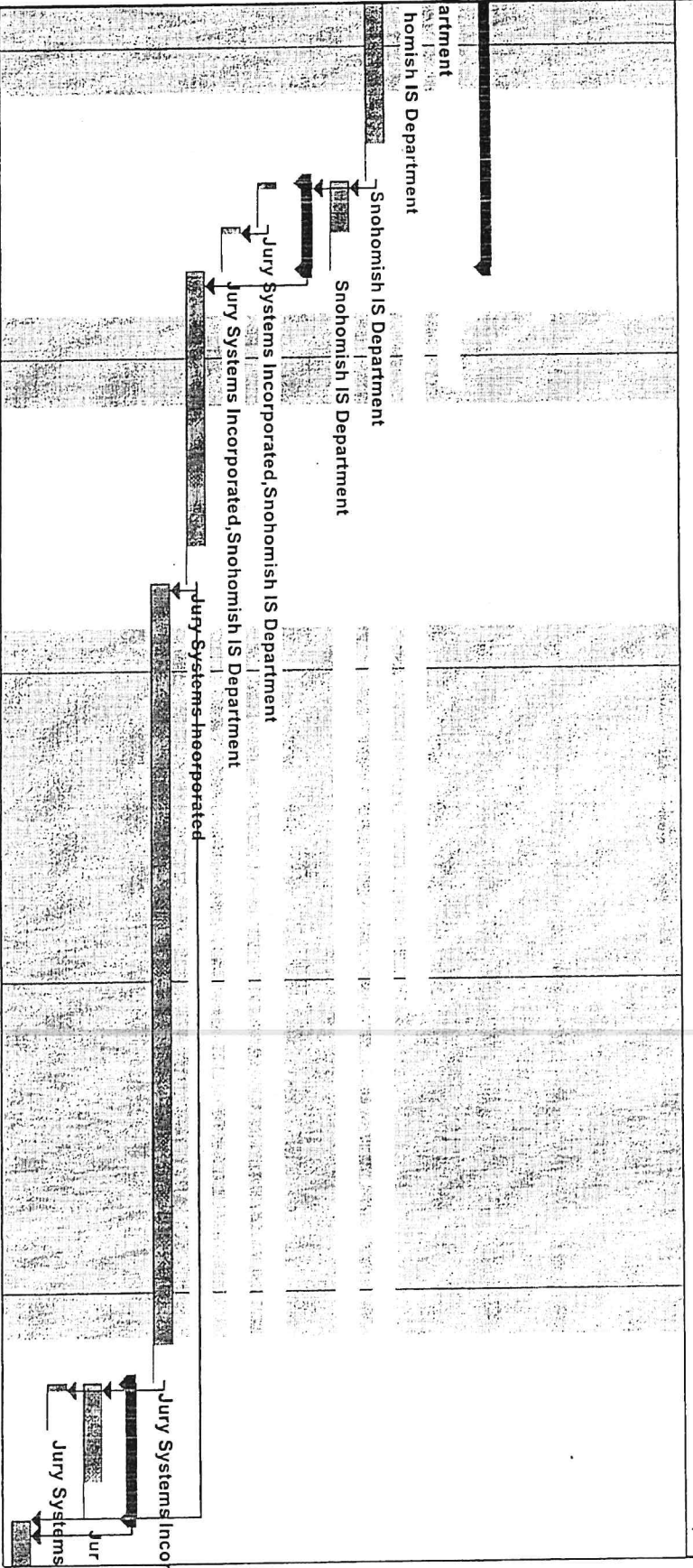|		
Task	Summary	Rolled Up Progress
Critical Task	Rolled Up Task	Split
Progress	Rolled Up Critical Task	External Tasks
Milestone	Rolled Up Milestone	Project Summary

Project: Project1
Date: Thu 9/19/02

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Task		Summary		Rolled Up Progress
Critical Task		Rolled Up Task		Split
Progress		Rolled Up Critical Task		External Tasks
Milestone	◆	Rolled Up Milestone	◆	Project Summary

Project: Project1
Date: Thu 9/19/02

Jury+ Next Generation Project Implementation Plan
Snohomish County WA

Installation Steps/JSI Next Generation

The following are the general steps for installing the database and preparing for training and production implementation:

1. The server is configured and set up locally with the operating system software and network connections all in place before the JSI installation. The workstations to be used for production operation and training must be able to connect to the jury server. There needs to be printing capabilities set up in the training location.

2. JSI will send installation CDs to the Tech contact person. The contents of the CD will be copied to the server for remote installation as scheduled with JSI.

3. With a RAS and PCAnywhere access into the server or authorized VPN access, JSI can remotely install the databases for the training and production setup. It is anticipated that the remote access will also be the ongoing support line of communication after installation.

4. The local tech staff will install the client portion of the application and database software on each workstation. Instructions for workstation installation are included on the installation CDs. Often, the client workstation installation is done without JSI's assistance but if needed, help can be available.

Project Plan:

The actual integration/implementation/training timeline is dependent upon the schedules and commitments of all parties at the time the contracts are signed and the deposit received. New JSI client installations (generally) take 6-8 weeks depending on the hardware, forms and data development issues. Classic clients converting to the Next Generation software generally finish implementation and training in 4-6 weeks because the data is intact for conversion and forms are often not at issue. Hardware setup and remote access questions can affect the overall schedules if a Classic client is migrating to new platforms from their existing server/LAN configuration.

Phase 1—Upon receipt of contracts and deposit:

Integration Services (1-2 phone conference calls or 1 on-site conference)
- Review and finalize local network and hardware configuration specifications
- Review and finalize software and database specifications and license requirements
- Identify local contacts for overall project management, data development, primary end user information/training and payroll processing.
- Review and discuss current jury business practices
- Discuss source data development and data conversions
- Discuss selected functional options (such as IVR, WEB, payroll interface file, check-writer, etc.)
- Set final installation/training schedules.
- Prepare and ship installation software CDs.

Phase 2--Ongoing

Integration/Installation Coordination (in progress 4-8 weeks depending on local issues re: data and forms development and tech support schedules)
- Order equipment/software (if needed)
- Forms development (if needed)
- Exchange file formats in preparation for data development (if needed)
- Client provides data source files (not a line item for Jury+ Classic clients.)
- Prepare data conversions and suppressions files.
- Process new juror load files if required (include NCOA if applicable)
- Work on custom summons or custom interface files/ongoing testing
- On-site and remote installation activites
- Integration and training preparation activities.

Phase 3—Coordinated w/Local MIS Personnel

Client Site Install 1-3 Days (depends on local network /database requirements)
- Network/Server installation (by local support, JSI involved only if needed)
- Install database and software via remote access.
- Testing training and production PCs and database functionality.
- Install and test PCs connectivity in outlying courts.
- Verify database back-up process and procedures.
- Orientation for local MIS on software and database operation (if needed)

Phase 4—Training

- 5 days divided between end users and jury administration per local requirements.
- Production database configuration finalized with information gathered during training.
- Live processing on Next Generation scheduled per local time preference and readiness after training completed.

This document describes typical JURY+ Next Generation operating environments and provides hardware and configuration recommendations for each. These are the most typical, but are not the only operating environments in which *Next Generation* runs.

Minimum Hardware Recommendations

The following are the minimum hardware recommendations for obtaining production worthy responsiveness from the *Next Generation* software. The system will run on lesser hardware.

Specifications for three types of PC usage are provided. **Standalone PC** refers to a PC that is used to run both the Next Generation software and a single user version of the database (Oracle or SQL Server). While such a PC may be networked for other applications (and perhaps backup), all JURY+ *Next Generation* processing is local.

The **Network Client Workstation** runs JURY+ *Next Generation* over a network where the database is housed on a Network Server. By default, in this environment, the *Next Generation* application software is also kept on a networked server. Only a small set of runtime DLL's are placed on the Client Workstation.

The **Database Server** runs the database engine (i.e. Oracle, SQL Server etc.) and provides multi-user access to the *Next Generation* database. As presented below, it is assumed that the server is also used to store the *Next Generation* application software (run by each network client workstation), and to provide shared work file storage for networked users as well.

Standalone PC
Pentium 200
128 MB RAM
400 MB Free Hard disk for Application (*Next Generation* and Database Engine)
1+ GB Free Hard disk for database & work files (depending upon juror volume)
Windows 95/98,NT,2000,XP

Network Client Workstation
Pentium 200
64 MB RAM
100 MB Free Hard disk for Application & Database Client Connectivity
100 MB Free Hard disk for work files
Windows 95/98,NT,2000,XP

Database Server
Pentium II 400
512 MB RAM
400 MB Free Hard disk space for Application
4+ GB Free Hard disk space for Database & work files (depending on juror volume)
Hard disk redundancy (Raid 5, duplexing etc.)
Windows NT,2000,Unix

Note that database sizes are minimum values based upon juror volumes found in typical installations of each type.

Other Technical Requirements

Backups

Although not shown in the hardware recommendations, provisions must be made for daily backup of the *Next Generation* data and software. In standalone PC environments this can be accomplished via installation of a tape or zip disk and appropriate software. If the computer is networked backups can be performed over the network.

On a Database server, daily backup must be performed on the *Next Generation* database and software.

Network Client PC's do not require any *Next Generation* backup, as there is no critical data kept on the Network Client and the client based Next Generation software is static and can be re-installed in the event of a Network Client PC failure.

Remote Access

Remote access to the *Next Generation* system is required for support purposes. In a standalone PC environment, this means a modem connection to the PC. In network environments a dial-up RAS connection can be used.

In all environments, pcAnywhere (preferred) remote control access is needed. In a Database Server environment, access to the server, and to at least one workstation in each user area is required. The remote control access to the server is used for managing the database, performing loads etc. It also gives the JSI technical staff the ability to run the *Next Generation* system and utilities at a client site without the need to disrupt a user. Remote control access to the user workstation is used to give the user additional training or assistance if necessary.

Additionally, a Database Server environment also requires dial-in remote access to the network (RAS, VPN, etc.) that allows the JSI technical staff to access a client's database as a networked PC user. This type of access gives the technical staff the ability to run the system on their remote PC's using the on-line code animation tool against the client's actual data. This is sometimes required to quickly locate program problems.

Typically, the remote access solution is setup whereby a dial up RAS connection into the Network is provided. Then, any PC (server) to which JSI also needs remote control access (via pcAnywhere) is configured to run pcAnywhere as a host using a Network connection. Once JSI has connected to the network via RAS, it can navigate to the remote control PC's via the network. (modems are not needed on the remote control PC's).

Although PC Anywhere is the preferred method for remote control connections, support via Windows Terminal services has also been used.

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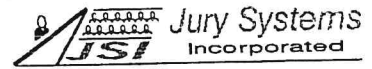
SOURCE CODE AND TECHNICAL DOCUMENTATION ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of October, 2002 between Snohomish County (the "County"), JURY SYSTEMS INCORPORATED ("JSI") and HSBC BANK USA ("the Escrow Agent").

WHEREAS, the County and JSI are parties to a certain JURY+ Jury Management System Agreement ("the Contract"), a copy of which is attached hereto as Exhibit A and the terms of which are made a part hereof, whereby JSI has granted to the County certain rights with regard to certain computer software ("the Licensed Programs"); and

WHEREAS, under the terms of the Contract, JSI has agreed to deposit with the Escrow Agent copies of certain computer program source code and related technical documentation to be released to the the County only upon the occurrence of certain events; and

WHEREAS, the County and JSI have entered into a Software Maintenance Agreement, the terms of which are made a part of this agreement, whereby JSI will support the County in the use of the Licensed Programs; and

WHEREAS, the uninterrupted availability of the Licensed Programs is critical to theCounty in the conduct of its business:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and agreements contained herein, the County, JSI and the Escrow Agent agree as follows:

1. **Deposit in Escrow.** JSI will deposit with the Escrow Agent all source code and technical documentation which JSI is required to so deposit under the terms of the Contract.

2. **Duties of Escrow Agent.**

    a. The Escrow Agent shall maintain and preserve the deposited copies of the source code and technical documentation in a safe and secure location and shall release the same to the County only as provided herein. The Escrow Agent shall not be responsible for verification or review of the information contained in the source code or technical documentation, and may rely upon the representations of JSI.

    b. The Escrow Agent shall permit and cooperate in the periodic inspection of

the deposited copies of the source code and technical documentation.

3. **Conditions of Release to the Customer.** The Escrow Agent shall release the source code and technical documentation to the County upon the occurrence of any of the following events ("a triggering event"): a) if JSI has terminated its ongoing business operations or has ceased to engage generally in the licensing, installation or maintenance of the Licensed Programs in use by the County; b) if JSI fails for any reason to provide the County, within thirty (30) days after being requested to do so, with maintenance or support which JSI is contractually obligated to furnish pursuant to this or any other agreement, with respect to the Licensed Programs; or (c) upon the occurrence of any of the "Instances of Default" set forth in the Contract.

4. **Procedures Governing Release.** Upon the occurrence of a triggering event, the County shall give written notice thereof to the Escrow Agent and to JSI, stating the circumstances of the triggering event. Unless within ten (10) days following the receipt of such notice the Escrow Agent receives an affidavit executed by an officer of JSI stating that no such event has occurred, the Escrow Agent shall, upon the eleventh (11th) day following the receipt of the County's notice, release and deliver the deposited copies of source code and technical documentation to the County.

    If the Escrow Agent does receive such an affidavit from JSI within the time specified above, the Escrow Agent shall immediately furnish a copy thereof to the County. The Escrow Agent shall then promptly release and deliver the source code and technical documentation to the County upon receipt of evidence that the County has commenced an action in a court of competent jurisdiction seeking a declaration that a triggering event has occurred.

    The Escrow Agent may act in reliance upon any instrument or signature believed to be genuine and may assume that any person purporting to give any notice or make any statement in connection with the provisions herein has been duly authorized to do so.

5. **Limitation of Escrow Agent's Liability.** The Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transaction between the County and JSI other than the performance of the Escrow Agent's obligations hereunder.

6. **Notices.** Any notice hereunder shall be deemed given when personally delivered in writing, when dispatched via overnight courier, or when mailed as described below, and shall be deemed received when personally delivered in writing, twenty-four (24) hours after being sent via overnight express courier, or seventy-two (72) hours after it has been deposited in the United States Mail, registered or certified, postage pre-paid, properly addressed to the party to whom it is intended.

7. **Resignation of Escrow Agent.** The Escrow Agent may resign at any time upon not less than sixty (60) days advance written notice to both JSI and theCounty. Upon receiving notice prior to the effective date of resignation that JSI and the County have appointed a replacement escrow agent, the Escrow Agent shall deliver to the replacement escrow agent all of the deposited copies of the source code and technical documentation then in its possession. If the Escrow Agent has received no such notice prior to the effective date of resignation, the Escrow Agent shall deposit all such materials with JSI until such time as a replacement escrow agent is appointed by JSI and the County and JSI shall then deliver such material to the replacement escrow agent.

8. **TERM.** This Escrow Agreement shall remain in effect during the term of the Contract, attached as Exhibit A. The Escrow Agreement, however, shall terminate automatically upon delivery of the Escrow Material to Licensee in accordance with the provisions herein.

9. **SUCCESSION.** The rights and obligations hereunder shall inure to the benefit of and become the responsibility of the heirs, successors, and/or assigns of the parties hereto.

10. **Entire Agreement.** This Agreement, the Contract (exhibit A), and the Maintenance Agreement set forth the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes all prior understandings and agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by all three parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JSI	The County
JURY SYSTEMS, INC.	SNOHOMISH COUNTY
A California Corporation	
15760 Ventura Boulevard	3000 Rockefeller Avenue
Suite A-16	Everett, WA 98201
Encino, CA 91436-3095	425.388.3668
818.788.5620	
Contact: Mary O'Donnell	Contact: Ron Knight

By _Mary O'Donnell_

Title Director of Sales

Date October 11, 2002

By _Susan K. Neely_
SUSAN NEELY
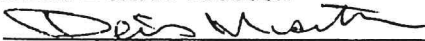
Title Executive Director

Date 10-23-02

Escrow Agent
HSBC Bank USA
16311 Ventura Boulevard
Encino, CA 91436
818.386.1710
Contact: Dennis Misetich

By _____

Title ___Vice President___
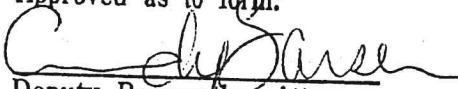
Date ___10/15/02___

Approved as to form:

_____
Deputy Prosecuting Attorney
Cindy A. Larsen 10-15-02

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