

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

JURY+ Next Generation

The one-time fee for the perpetual JURY+ *Next Generation* license is as follows:

Next Generation Base License Fee	\$ 5,000
Concurrent Full Use Licenses (2)	\$ 6,500
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Total Original License Fee	\$11,500
50% Discount (Next Generation)	(\$ 5,750)
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Total License Fees	\$ 5,750

The one-time fee for the perpetual Crystal Reports License is as follows:

Crystal Reports Licenses (1)	\$ 370
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Total Crystal License Fee	\$ 370

In addition, JSI shall provide services as described in the Exhibits to this Agreement attached hereto at the prices indicated therein.

1. Grant of License

JSI grants and Customer accepts on the terms and conditions contained in this agreement a nonexclusive, nontransferable license to the Programs specified above under the following terms:

- a) The Customer may use the Programs only at the Customer's site and on the Customer's computers, and solely for the Customer's internal business purpose.
- b) The Programs shall not include, and the Customer shall not be entitled to, any source code or related design documentation, unless source code is part of the Related Documentation specified above.

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- c) The Customer's rights under this agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.

2. Use of Programs

The Customer may use the Programs at the licensed site or in a remote access mode solely to process its own data and the data of all Customer remote sites located within the Customer's jurisdiction. The Customer shall ensure that any remote site that has access to the Programs complies with this agreement. The Customer shall be liable for any breach of this agreement by any remote site or any third party. The Customer may transfer the Programs to any other site owned by Customer upon written notice to JSI. The Customer shall not assign, sublicense, extend or transfer its rights under this Agreement by operation of law or otherwise. The Customer shall have sole responsibility for the propriety, confidentiality, and the use of the data maintained by the Programs. Except to the extent caused by JSI's negligence, the Customer shall hold JSI, its licensor, its agents, employees and representatives harmless from and against any and all expense, liability, loss, claim or damage to all persons and property arising out of the Customer's possession, operation and use of the Programs.

3. Right to Copy

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

4. Warranty

- a) For sixty (60) days following the acceptance of the installation of the Programs, 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 Customer's sole and exclusive remedy shall be to terminate this Agreement as it pertains to the nonconforming Programs and receive a refund of the License Fee paid for such Programs. 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.

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- c) JSI'S WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Indemnity

JSI agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Customer, 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.

Customer agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, JSI, 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 Customer, 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 Customer 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 Customer harmless from any award of damages and costs against Customer 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.

6. Ownership of Programs

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 Customer acknowledges and agrees that the Programs constitute, contain and embody valuable confidential information, trade secrets and proprietary rights of JSI.

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7. Customer Modifications

If source code is licensed, the Customer may modify or enhance the Programs for any purpose reasonably related to the purpose for which the Programs were originally licensed, provided however that:

- a. If the Customer is provided any source code, the Customer's right to modify or enhance the Programs shall not diminish JSI's copyrights, interest in, or ownership of the Programs;
- b. Unless otherwise agreed to by the parties in writing, the Customer shall be solely responsible for any and all maintenance of any modifications or enhancements it makes to the Programs.

Notwithstanding any other provision of this Agreement, the Customer agrees that all enhancements and modifications of any kind whatsoever to the Programs, made by or on behalf of the Customer, shall be considered derivative works of the Programs and shall be the sole property of JSI, including but not limited to, any and all rights, title, interest, copyrights, patent rights, and trade secret rights, in and to such enhancements and modifications.

8. Confidentiality

Customer shall not disclose, provide, 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 Customer to enable the Customer to use the Programs. The Customer 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 Customer agrees not to reverse assemble, decompile or otherwise attempt to create or derive source code from the Programs.

9. Payment

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

- a) 50% Payable upon Receipt of Order
- b) 40% Payable upon Installation of Programs

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- c) 10% Payable 30 days after Installation

The Customer shall reimburse JSI for all reasonable travel and living expenses incurred by JSI in rendering all services. All charges shall be paid within thirty (30) days of their invoice date. The Customer 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.

10. Term and Termination

This Agreement shall become effective after execution by the parties, acceptance by JSI and payment of the License Fee(s) by the Customer. Acceptance by the Customer shall be deemed to occur upon delivery of the Programs to the Customer. This Agreement may be terminated either by the Customer notifying JSI in writing that it is returning all copies of the Programs, or by JSI notifying Customer in writing of termination of this Agreement because the Customer failed to comply with any term or condition of this Agreement. Upon receipt of such termination notice from JSI, the Customer shall promptly return all copies of the Programs to JSI. Termination of this Agreement shall also terminate the license granted herein. The Customer's obligations under this Agreement shall survive any termination.

11. Miscellaneous

- a) Governing Law - This Agreement shall be governed by the laws of the State of Washington, without giving effect to the conflict of laws provisions thereof. In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pacific.
- 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 Customer.
- 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.

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- e) Additional Remedies - Because of the unique and proprietary nature of the Programs, it is understood that any impairment of JSI's rights will irreparably harm JSI, and therefore that JSI's remedies at law are inadequate, and that JSI 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 JSI 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) Attorney's Fees - In the event that any legal or equitable action is instituted to enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.
- h) General Insurance Requirements. JSI will obtain and maintain the minimum insurance set forth in subparagraph A, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to JSI. JSI will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
 - A. Minimum Scope and Limits of Coverage. JSI will maintain the following coverages:
 - 1. Workers' Compensation at statutory requirements of the state of residency.
 - 2. Employers' Liability with minimum limits of \$1,000,000.00 for each accident.
 - 3. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
 - 4. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

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12. **Attachments**

Attached hereto and made a part hereto: The enclosed Exhibit A is the entire proposal.

13. **Entire Agreement**

THE CUSTOMER ACKNOWLEDGES READING AND UNDERSTANDING THIS AGREEMENT AND AGREES 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 **MARCH 31, 2011** IN ORDER FOR JSI TO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT.

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

JSI
Jury Systems Incorporated
Encino, California

By_____

Mary O'Donnell

Director of Sales

Date_____

Customer
Pacific County District Courts
Long Beach, Washington

By_____

Name Printed_____

Title_____

Date_____