

JUDICIAL SYSTEMS, INC.

TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE AGREEMENT

Name of Licensed Program and Description
JURY2018Plus Jury Administration System

Maintenance Period Start Date	Maintenance Period End Date	Total Period Maintenance Fee Amount	Maintenance Fee Frequency	Electronic Customer Support?
January 1, 2019	12 months after the Maintenance Period Start Date.	\$ 6,855.93 payable at start of covered period.	Annual	Yes

Your Contact Person
Name: Gary W. Dower Phone: 903-561-8328

This Licensed Program Maintenance Agreement made this ____ day of _____ 2018, (the "Agreement") by and between Judicial Systems, Inc., a Texas corporation, (hereinafter referred to as "JSI") with its principal office located at 211 Robert E Lee Drive, Tyler, Texas, 75703 and County of Webb, a body politic, (hereinafter collectively referred to as the "Customer") with its principal office located at 1110 Victoria Street, Laredo, Texas 78040.

RECITALS:

Whereas, JSI and Customer intend that JSI shall provide software maintenance and service for the software which is the subject of this Software Support and Maintenance Agreement;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** This Agreement describes the services, fees and procedure whereby JSI will provide the Program Maintenance Services (as defined hereafter) to Customer. In this Agreement, the following terms shall have the following meanings:

a. **Licensed Program(s).** The term "Licensed Programs" or "Licensed Program" refers to the JSI computer program, commonly known as **JURY2018PLUS** Integrated Jury Administration System and which includes those modules listed in Exhibit A, attached hereto and incorporated herein, including both the standard and optional features, and delivered to and for the benefit of the Webb County Court Services.

b. **Associated Documentation.** The term "Associated Documentation" refers to any written materials relating to any Licensed Program including, without limitation, installation instructions, operating service manuals, and training materials provided by JSI in connection with any Licensed Program.

c. **Software.** The term "Software" refers to the Licensed Programs and Associated Documentation and any corrections, modifications, additions, revisions, or enhancements of the Software and provided to Customer pursuant to this Agreement.

d. **Installation Date.** The term "Installation Date" shall refer to the date upon which JSI gives Customer written notice that the Licensed Programs are installed on Customer computer network.

2. **Program Maintenance Services.** The following program maintenance services are provided under this Agreement (the "Software Maintenance Services"):

a. **Licensed Program Services:** JSI will attempt to duplicate any problem Customer is having, and, if the problem is caused by a defect in the Software, JSI will determine a correction or bypass for the defect. A "defect" is defined as any problem in the Software which causes it to deviate from the specifications and warranty for such Software. Corrections of defects will be made through distribution of Software fixes, either on magnetic media or via electronic customer support. Cumulative defect corrections will be included when Software releases are distributed. Customer agrees to make reasonably available any computer or its information technology personnel, needed to assist JSI personnel in ascertaining the problem and possible solutions.

b. **Licensed Program Releases.** From time to time, general update releases of the Licensed Programs will be distributed and shall include, but are not limited to, new

features, performance improvements, cumulative corrections or fixes, revisions, or enhancements that have been made to the Software since the last release or initial installation (“Program Release(s)”). Program Releases must be installed within 90 days after JSI issues the release. JSI assumes no responsibility for any Licensed Program defects where Program Releases are not installed by Customer, within such time period, and JSI cannot guarantee that technical questions regarding prior releases will be properly or correctly answered.

c. Telephone Technical Support: This support is provided during JSI’ normal business hours of 8:00 a.m. to 5:00 p.m. Central Standard Time Monday through Friday. Customer agrees to follow any reasonable Telephone Technical Support guidelines as disseminated by JSI to Customer from time to time. For example, JSI asks that Customer inform the JSI operator that Customer’s call is a Technical Support call for the Licensed Program (giving its name).

d. Electronic Customer Support: This support is done by electronically connecting the JSI computer to Customer’s units via communication line and it allows JSI to troubleshoot and/or distribute Software fixes electronically. In order to utilize this Electronic Customer Support, Customer is required to have, at Customer’s expense, communications support (hardware, system software, and a internet connection) that is compatible with JSI. Customer must authorize JSI to establish this service, and the parties must establish jointly the security ground rules that will be followed. For example, JSI will require Customer’s approval to view and/or change Customer’s data files while performing on-line troubleshooting or corrections.

e. Licensed Program Currency: When an external entity requires a change in data file layout or report to existing Licensed Program functionality, JSI will make the necessary changes to the Licensed Programs to comply with those changes. When changes are required by an external entity and those changes do not fall under existing Licensed Program functionality, JSI has the option of charging Customer at its current hourly rate of \$125.00 per hour for the specified changes.

3. **Fees, Invoicing and Payment**. Customer agrees to pay invoiced amounts upon receipt according to the terms specified in this Agreement. Payment of an invoice shall be within (30) days of Customer’s receipt of the invoice absent notice by Customer of any discrepancies or failure by JSI to provide the Maintenance Services in accord with this Agreement.

4. **Customer's Responsibilities.** Customer agrees: (a) to provide JSI with full and safe access to Customer's facilities for JSI to fulfill its obligations, and if Customer becomes aware of any unsafe conditions or hazardous materials to which JSI personnel would be exposed at any of Customer's facilities, Customer agrees to promptly notify JSI; (b) to appoint a contact person, who has completed all the appropriate JSI training, and who JSI can, and will, rely upon for disseminating JSI instructions or corrections throughout Customer's organization; and (c) that JSI has gone to considerable time, effort, and expense to develop well-trained, experienced and professional employees, and JSI considers its employees to be an important corporate asset, and therefore, unless Customer has obtained JSI's prior written consent, Customer agrees that during the term of this Agreement and for one year thereafter not to solicit, attempt to hire, or hire any JSI employee until such person has not been employed by JSI for a period of at least one year.

5. **Limitation of Damages.** Circumstances may arise in which, because of a default on JSI's part to perform in accordance with this Agreement or other liability, Customer is entitled to recover damages from JSI. In each such instance, regardless of the basis on which Customer is entitled to damages from JSI, JSI is liable only for the amount of any actual loss or damage, said amount not to exceed the amount of fees received by JSI pursuant to the terms of this Agreement or any renewal.

6. **Term and Termination.** At the expiration of the Initial Maintenance Period, Customer shall have the right to purchase maintenance services for an additional 12-month period unless JSI gives Customer ninety (90) days prior written notice of JSI's intent to cease offering Program Maintenance Services. JSI may change the applicable maintenance fees for subsequent maintenance periods provided JSI gives Customer thirty (30) days prior written notice. Either party may terminate this Agreement upon thirty (30) days written notice if the other party does not comply with any of its terms, provided the party not in compliance is given prior written notice and reasonable time to comply. In the event JSI ceases offering the Program Maintenance Services or maintaining the Licensed Programs for any reason, then Customer shall have the right to obtain from JSI, or its successors or representatives acting on behalf of JSI, such documentation as JSI shall have and access to the Software source code, for Customer to maintain its normal use of and to modify the Licensed Programs.

7. **Upgrade Impact on Maintenance Fees.** In the event the Licensed Programs are upgraded via a significant release that is subject to an additional charge per this Agreement, or upgraded via custom programming under a subsequent software license agreement or professional services agreement, the Maintenance Period Fee will also be increased by an amount equal to a fraction (where the numerator is the number of months remaining till the anniversary date of the then current maintenance period).

8. **Assignment.** Neither party shall assign or in any other manner transfer or convey this Agreement, or any rights granted to Customer under this Agreement, without the prior written consent of the other party.

9. **Amendment.** This Agreement may be amended only in a writing signed by both JSI and Customer.

10. **Applicable Law and Venue.** This Agreement shall be construed in accordance with, and any and all disputes arising out of or in connection with this Agreement shall be governed by, the laws of the State of Texas.

11. **Relationship of the Parties.** The parties acknowledge and agree that JSI is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees. Further, each party shall be responsible for Workers' Compensation coverage for its own personnel. Further, JSI represents and warrants that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform under this Agreement.

12. **Confidentiality of Customer Information.** JSI acknowledges that it may have access to confidential information of Customer because of its access to Customer's records. JSI shall not use or review any written or verbal information which, by its nature and under the circumstances is confidential, including, but not limited to, information in court files such as name, addresses, nature of the matter, and any other information Customer deems confidential and notifies JSI of same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above. This agreement must be executed at least 45 days prior to Maintenance period start date with signed copy provided to Judicial Systems, Inc.

CUSTOMER:

JSI:

By: _____

Title:

Date:

Webb County, Texas

By: Gary W. Lower

Title: President

Date: August 20, 2018

Judicial Systems, Inc.