AGREEMENT

between

Corpus Christi Police Department Forensic Services Division

-and-

JusticeTrax, Inc.

for the supply of a Software as a Service for the Forensic Laboratory as described herein.

Agreement # 2022-003

This Agreement, made in duplicate this **August 9, 2022**(the "**Effective Date**")

        BETWEEN:

        JusticeTrax, Inc.., a corporation duly incorporated under the laws of the state of Arizona having its office located at 1 North MacDonald, Suite 500, Mesa AZ 85201

        (Hereinafter referred to as "JusticeTrax")

        AND:

        City of Corpus Christi, a local government duly incorporated under the laws of **Texas for the benefit of the Corpus Christi Police Department Forensic Services Division** and having its office located at 321 John Sartain St. Corpus Christi, TX 78401.

        (Hereinafter referred to as the "Customer")

WHEREAS the Customer wishes to acquire a Computer System through a combination of On-Site Application Software, Onboarding Services, and SaaS Services, including training, support, and related services for the Customer including Laboratory (hereinafter referred to as the "Forensic Laboratory");

AND WHEREAS JusticeTrax has represented that it has the capacity and is authorized and willing to supply the On-Site Application Software, Software as a Service, and Professional Service on the terms set out in the Agreement.

NOW THEREFORE in consideration of the mutual covenant herein contained, the Customer and JusticeTrax (hereinafter collectively referred to as the "Parties", or individually as a "Party") agree as follows:

1.   Definitions

1.1   "Agreement" means this agreement, all exhibits attached hereto, all documents incorporated by reference herein or therein and all instruments supplemental and/or amendments hereto or thereto.

1.2   "Application Software" means JusticeTrax's proprietary programs, including both object code and source code, as described by the JusticeTrax-provided Documentation, any subsequent release notes and other pertinent documentation, which JusticeTrax has covenanted to license to the Customer to use pursuant to the terms of this Agreement.

1.3   "Authorized Person" means an employee, or independent contractor of JusticeTrax who has a legitimate need to know or otherwise access Customer Data to enable JusticeTrax to perform its obligations under this Agreement, and who is bound in writing by confidentiality obligations sufficient to protect Customer Data in accordance with the terms and conditions of this Agreement.

1.4   "Authorized User(s)" means an employee, or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Product.

1.5   "Business Days" for the purposes of this Agreement shall mean weekdays, Monday through Friday, excluding holidays recognized JusticeTrax.

1.6   "Change Order" means a document, agreed and signed by both Parties, that changes an existing Statement of Work.

1.7   "CJIS" means Criminal Justice Information Services.

1.8   "Computer System" or "System" includes all aspects of Application Software and Services to be provided by JusticeTrax to the Customer pursuant to this Agreement, as identified in the Price and Payment terms (Exhibit C).

1.9   "Configured and Available for Use" means that JusticeTrax has completed agreed upon configuration services and made the application(s) available for Customer use.

1.10   "Critical Priority Errors" means complete system failure where the Product is not available for use.

1.11   "Customer Data" means all data (including Personal Data), information, content and other materials stored or transmitted by Customer and any Authorized User through the SaaS Services, excluding any Third-Party Data and any JusticeTrax Data.

1.12   "Customization" means an extension or modification of a Product feature that requires custom coding and/or implementation.

1.13   "Documentation" means the user guides, administration guides, release notes, technical information, and training materials, and any other documentation provided by JusticeTrax

throughout the Agreement, for the On-Site Application Software and SaaS Services that JusticeTrax provides the Customer.

1.14   "Fees" means the monetary amount to be paid by the Customer to JusticeTrax for the rights granted and services provided under this Agreement, as mutually agreed upon and listed in Exhibit C.

1.15   "High Priority Errors" means a serious problem that materially affects the operational use of the Product.

1.16   "Interface Control Document" means the terms, if applicable, governing any integrations with Third Party Applications, as defined in Exhibit D.3.

1.17   "Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.18   "Major Enhancement Release" means a change or new release of the Product then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.

1.19   "Minor Enhancement Release" means a change or new release of the Product then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.

1.20   "Onboarding Period" means the period during the Term before the Production Period during which JusticeTrax will provide Onboarding Services.

1.21   "Onboarding Services" means the evaluation, consultation, implementation, customization, configuration, development of interfaces, and other services provided by JusticeTrax in connection with the Product. This is including, but not limited to, project management, re-engineering/implementation, training, conversion, and installation as listed in the Price and Payment Terms (Exhibit C) and as further described in the Statement of Work (Exhibit D.2), and related onboarding documentation, which are detailed in Exhibits D through D.7.

1.22   "On-Site Application Software" means JusticeTrax's proprietary software programs as described in sub-section 1.2 that are installed and used on Customer's own systems or premises, on the terms set out in Exhibit A.

1.23 "Open-Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.

1.24 "Open-Source Software Component Licenses" means licenses applicable to the particular Open-Source Software Components, either supplied by JusticeTrax or the Customer, that may be part of the Product.

1.25 "Personal Data" means the Customer Data provided to JusticeTrax by or at the direction of the Customer, or to which access was provided to JusticeTrax by or at the direction of the Customer, in the course of JusticeTrax's performance under this Agreement that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers).

1.26 "Problem" means a failure of the Product to function substantially in accordance with the Documentation.

1.27 "Product" means the combination of the SaaS Services, On-Site Application Software, and Documentation, which the Customer is authorized under the Terms in Exhibit A to use in the course of their normal operations. The term "Product" includes sort of any Major and Minor Enhancement Releases, and Customization.

1.28 "Production Environment" means the live environment for the product used by the Customer.

1.29 "Production Period" means the period during the Term following Configured and Available for Use of the Product(s).

1.30 "Production Use" means the use of one or more functional application components to collect and manage real laboratory information for the purpose of serving actual stakeholder needs; this is in contrast to "testing mode", where real laboratory information may be used, but only for the purpose of evaluation and testing.

1.31 "Services" means the services provided or required to be provided by or through JusticeTrax, including without limitation, Onboarding Services and SaaS Services.

1.32 "Software as a Service" or "SaaS Services" means the Application Software, and related software-as-a-service, hosting, maintenance and/or support services made available by JusticeTrax for remote access and use by the Customer, including any Documentation hereto.

1.33 "Source Code" means a collection of computer instructions written using a human-readable programming language. Source Code shall include all material including, but not limited to, design documentation, Software Documentation, reference manuals, libraries for the Software, and interface software, in any form (printed, electronic, or magnetic).

1.34 "Support" means services which are provided by JusticeTrax to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Product, and with JusticeTrax's modifications to or interfaces with the Products, and which are necessary to:

    i. resolve Problems and provide temporary "work around" solutions, if necessary;

    ii. assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above, but not by hardware defects or operator error or misuse of any of the software or hardware;

    iii. periodically review all Products to identify and resolve Problems on a preventative basis; and

    iv. provide, in a timely manner, all Major and Minor Enhancement Releases.

1.35 "Support Authority" means the Customer's designated employee(s) authorized to approve additional, separately billable time & materials support work, beyond that included within this Agreement.

1.36 "Support Contact" means Customer's designated employee, a consultant providing services directly to the Customer, or another designated Customer representative with whom JusticeTrax will communicate when providing Support. The Support Contact must be knowledgeable about how the Product is being used and must be familiar with the operating environment under which it is being used.

1.37 "Term" means the Initial Term and any Renewal Term.

1.38 "Third Party Application" means a third-party service by a Third-Party Provider(s) approved by JusticeTrax to which the Customer and any Authorized User facilitates JusticeTrax's Vendor access to, and use of the SaaS Services, via an application programming interface or other means.

1.39 "Third Party Components" means any components of the Product provided by third parties, including Open-Source Components and third-party proprietary software or services (e.g. Microsoft Azure Government Cloud (Azure)).

1.40 "Third Party Data" means any data owned by a third party that the Customer accesses via the Product.

1.41 "Third Party Providers" means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the Product are to be interfaced but for the avoidance of doubt shall not include any Third-Party Suppliers.

1.42 "Third Party Suppliers" means any party who provides products and/or services, including Open-Source Software and Third-Party Components that contribute to the overall Product provided to the Customer by JusticeTrax.

1.43 "Transition Assistance" has the meaning given in Section 12.

1.44   "JusticeTrax Data" means data, information, content, and other materials provided, stored or transmitted through the SaaS Services, which are the property of JusticeTrax, including, without limitation, Documentation and standard forms.

1.45   "JusticeTrax Certified Browsers" means acceptable browsers on which JusticeTrax shall operate its Software. This internal list shall be maintained by JusticeTrax.

2.   Contract Documents

2.1   This Agreement consists of the following documents:

2.2   This document setting forth Sections 1 through 25, inclusive, as the main body of this Agreement (also known to the Parties as the "Head Agreement") as duly executed by both Parties and reflecting any subsequent mutually endorsed changes to or extensions of this document.

2.3   The attached Exhibits forming part of the Agreement:

Exhibit A: License Terms
Exhibit B: Annual Subscription Support Terms
Exhibit C: Price & Payment Terms
Exhibit D: Onboarding Terms & Conditions
Exhibit E: Minimum Client and Peripheral Specification
Exhibit F: Customer Supplied Hardware and Third-Party Software

2.4   These documents are incorporated by reference and are an integral part of this Agreement, their precedence being in the order of presentation described above, recognizing the Change Control Log (Exhibit D.9) or any amendments expressly stated to supersede all contract documents.

2.5   Each party shall notify the other of any error, omission, ambiguity, discrepancy, or inconsistency that the respective party may find in any of the documents comprising this Agreement. Neither party shall be entitled to take advantage of any known error, omission, ambiguity, discrepancy, or inconsistency and, without limitation, neither party shall be permitted to use any such error, omission, ambiguity, discrepancy or inconsistency as the basis of a claim for additional payment or extension of time. Upon discovery of such error, omission, ambiguity, discrepancy or inconsistency in this Agreement, the Parties shall take such measures as are required to overcome the problem and, if necessary, shall negotiate necessary amendments to cure or correct same.

2.6   It is not uncommon for changes to be identified and mutually agreed to as necessary during the term of an agreement, such as this Agreement.   This may involve changes to software, hosting services, functionality, training, etc. with an associated additional cost, or it may entail changes to schedules, sequences, staff, etc. that do not involve changes to costs. In either event, such changes must be documented in writing. Changes without financial impact will be documented in the form of project

status reports. All changes with financial impact or that result in any amendment to the terms of this Agreement will follow the change order process set forth in Change Control Log (Exhibit D.9).

3. Term of Agreement

3.1   This Agreement shall be effective from the Effective Date and shall expire on the date of Configured and Available for Use (the "Initial Term"), as indicated in the Statement of Work (Exhibit D.2). Subject to termination in accordance with Section 10, automatic one (1) year subscription extensions (each a "Subscription Renewal Term") shall continue thereafter, unless either party provides advance notice of the intention to not renew at least sixty (60) days prior to the otherwise automatic renewal date.

3.2   The Subscription Renewal Term may be subject to pricing increases, which shall be provided in writing at least sixty (60) days prior to the extension date.

3.3   Renewal of the subscription shall be offered to the Customer at the prevailing commercial rates for such product and services as charged to other clients of JusticeTrax at that time and in accordance with the terms set forth in the Agreement. Additional charges may be incurred if the continuity of support status is interrupted at any time.

4. Security

4.1   Background Screening. JusticeTrax agrees that all personnel JusticeTrax employs pursuant to this Agreement shall be subject to JusticeTrax's background and security checks and screening (collectively "Background Screening") at JusticeTrax's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.

4.2   FBI CJIS Security Addendum. JusticeTrax agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

5.   Price and Payment Terms

5.1   In consideration of JusticeTrax supplying the described Product and Services in accordance with this Agreement, the Customer agrees to pay unto JusticeTrax the dollar amount identified as the Total Agreement Price in the Price and Payment Terms (Exhibit C) under the terms and conditions as set out in sub-sections 5.2 to 5.3 below and according to the Price and Payment Terms (Exhibit C).

5.2   This Total Agreement Price is calculated assuming there are no sales or use taxes or tariffs payable. In the event that additional sales or use taxes or tariffs are payable as determined by an authorized taxing authority, the Customer is responsible for remitting the appropriate state, local or federal) sales or use tax or tariff due. If the Customer claims exemption from such taxation, upon execution of this Agreement, JusticeTrax requires evidence of such tax exemption from the Customer.

5.3   Invoices submitted to the Customer shall be due thirty (30) calendar days after the invoice date (electronic delivery accepted). If the Customer wants to dispute an invoice, it must notify JusticeTrax in writing within fifteen (15) calendar days of receiving the invoice. Unless disputed, accounts not paid within 30 calendar days of invoice date shall bear interest at the rate of the lesser of 1.5% per month (the equivalent of 18% per annum, compounded annually) or the highest interest rate permitted by law to be charged of the Customer on the overdue balance. Where there are inconsistencies between this Section 5 and the Price and Payment Terms (Exhibit C), the latter shall prevail.

6.   Confidentiality

6.1   Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means:

i.   With respect to JusticeTrax, the Product and Services and any and all Application Software relating thereto, as well as Documentation and non-public JusticeTrax Data, including information or materials regarding JusticeTrax's legal or business affairs, financing, customers, properties or data; and

ii.   With respect to the Customer, any non-public information or material regarding the Customer's legal or business affairs, financing, customers, property, data, or Customer Data.

iii.   Notwithstanding any of the forgoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained

by the Receiving Party without restrictions on use or disclosure from a third person without an obligation to maintain its confidentiality.

6.2   Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the effective data: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Subsection 6.5 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement; and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

6.3   Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information of the Party is believed to have been compromised.

6.4   Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations under this Agreement with respect to such Confidential Information.

6.5   Required Disclosures. In the event that either Party is requested or required, for the purpose of this paragraph, each, a "Request", (by oral questions, interrogatories, requests for information or document in legal proceedings, subpoena, civil investigative demand or similar process or by any law, rule, or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such Request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of Confidential Information, including, without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential information by such tribunal.

6.6   The Parties agree that a violation of this Section 6 shall be deemed to cause irreparable harm justifying equitable relief in court, without waiving any additional rights or remedies available at law or in equity or by statute.

7.   Warranties

7.1   Power and Authority. Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement, and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. The Customer represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement, and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations during the Term of this Agreement.

7.2   Service Warranties. For Onboarding and SaaS Services, JusticeTrax warrants that the work under this Agreement shall be performed in a good and workmanlike manner and in accordance with applicable industry standards. Except as provided for herein, JusticeTrax's liability and Customer's remedy under this Section are limited to JusticeTrax's prompt correction for such services, provided that written notice of such alleged defective services shall have been given by the Customer to JusticeTrax. The Customer agrees to provide JusticeTrax reasonable access to its facilities and third-party vendor software if necessary for the provision of Services by JusticeTrax.

7.3   Software Warranties.

JusticeTrax warrants for a period of one year after the Onboarding Period, the On-Site Application Software and SaaS Services hereunder shall be free from significant software errors and when used in accordance with this Agreement shall operate and conform to the prevailing Documentation and all supplemental information provided by JusticeTrax.

JusticeTrax warrants that any licensed software provided to the Customer by JusticeTrax will, when provided to the Customer by JusticeTrax, be free from intentional viruses, disabling code or other intentional programming defects.

7.4   Warranty Limitations. The warranties in sub-sections 7.2 and 7.3 shall be contingent upon the existence of all the following conditions: (i) the Product is implemented and used by the Customer in accordance with the Documentation; (ii) the Customer notifies JusticeTrax of any warranty defect as promptly as reasonably possible after becoming aware of such defect; (iii) the Customer has properly used all Major and Minor Enhancement Releases made available with respect to the Product, and any updates recommended by JusticeTrax with respect to any third-party software products that affect the performance of the Product; (iv) the Customer has properly maintained all associated equipment and software, as applicable, and provided the environmental conditions in accordance with written specifications provided by the applicable manufacturer of such equipment and software; (v) the Customer has not introduced other equipment or software that causes an adverse impact on the Product; (vi) the Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the Product is to operate contains clearly defined interfaces and correct integration code, and (viii) the

Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of JusticeTrax) to the Product except as may be permitted herein.

7.5   NO OTHER WARRANTIES. THE PRODUCT IS NOT INTENDED TO BE A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED USERS. THE PRODUCT DOES NOT PROVIDE LEGAL ADVICE. JUSTICETRAX ASSUMES NO RESPONSIBILITY OR RISK FOR THE CUSTOMER'S MISUSE OF THE PRODUCT. EXCEPT AS EXPRESSLY SET FORTH UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE PRODUCT, SERVICES, THIRD PARTY COMPONENTS, THIRD PARTY DATA, THIRD PARTY SUPPLIERS, OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NO INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION, OR THAT THE SERVICES, THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT A PARTY MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE, AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BEYOND THE WARRANTIES SET FORTH IN THIS AGREEMENT.

8.   Indemnities

8.1   JusticeTrax Indemnity for IP Breach. Subject to Sections 8.3 and 8.4, in the event of a claim that Customer's authorized use of the Application Software infringes upon any copyright, patent, or other intellectual property right of any third party under the laws of Canada or the United States, JusticeTrax agrees that it will defend and indemnify the Customer from and against all damages and costs awarded in a final judgment (from which no further appeal is taken or possible) against Customer in such proceeding or amounts agreed by JusticeTrax in a settlement with the third party claimant, provided that:

   a.   the Customer promptly notifies JusticeTrax in writing upon receiving notice of a claim, and in no event later than 7 days;

   b.   JusticeTrax has reasonable and beneficial control of the defense and all related settlement negotiations; and

   c.   the Customer provides JusticeTrax with the assistance, information, and authority necessary to perform JusticeTrax's obligations under this section.

8.2   Subject to Sections 8.3 and 8.4 but without limiting JusticeTrax's obligations under Section 8.1, in the event of a claim that the Customer's authorized use of the Application Software infringes upon any copyright, patent, or other intellectual property right of any third party under the laws of the United States or Canada, and such claim is sustained in a final judgment from which no further appeal is taken or possible, and such final judgment includes an injunction prohibiting the Customer from continued use of the Application Software or portions thereof, then JusticeTrax shall, at its option and expense, either:

     a.   procure for the Customer the right to continue the use of the Application Software; or

     b.   replace or modify the Application Software to make its use non-infringing, or

     c.   direct the Customer to cease use of the Application Software or of the specific portion(s) thereof that resulted in the final judgment.

8.3   If JusticeTrax directs the Customer to cease use of the Application Software or of specific portion(s) thereof, then the Customer, to the exclusion of all other remedies available to the Customer (except as set forth in Section 8.1), may terminate the Service for that portion of the Application Software which JusticeTrax directed the Customer to cease use and JusticeTrax shall pay the Customer (and/or credit against any amounts owed, or becoming owed, to JusticeTrax by the Customer) the amount of the Fees paid in the previous twelve (12) months.

8.4   Notwithstanding Sections 8.1 and 8.2, JusticeTrax shall have no obligation for any claim based upon:

     a.   the Customer's use of Application Software other than a current, unaltered release of the Application Software, if such infringement would have been avoided by the use of a current, unaltered release of the Application Software; or

     b.   the combination, operation, or use of any Application Software furnished hereunder with non-JusticeTrax programs or data, if such infringement would have been avoided by the combination, operation, or use of the Application Software with other programs or data.

     c.   Third Party Components, which are warranted solely by the individual Third Party Supplier.

8.5   This Section 8 states the entire obligation of JusticeTrax with respect to any claim that the Product infringe upon any copyright, patent, or other intellectual property right of any third party and represents Customer's sole remedy in respect of any claim covered by this Section 8.

8.6   This section intentionally blank

8.7   This section intentionally blank

9.   Limitation of Liabilities

9.1   LIABILITY EXCLUSION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF, OR FAILURE OF THE PRODUCT, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, NOTWITHSTANDING THE FOREGOING, JUSTICETRAX SHALL USE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THIRD PARTY COMPONENTS COMPLY WITH THIS AGREEMENT AND TO CURE ANY BREACH RESULTING FROM THE THIRD PARTY COMPONENTS, AND THE LIMITATION OF LIABILITY SHALL NOT EXTEND TO JUSTICETRAX'S FAILURE TO USE SUCH EFFORTS.

9.2   LIMITATION OF DAMAGES. JUSTICETRAX'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT OR SERVICES, PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO JUSTICETRAX BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

9.3   EXCEPTION FOR IP BREACH. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATION UNDER SECTION 8 OF THIS AGREEMENT, BREACH OF THE LICENSES GRANTED OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. Termination

10.1   This Agreement may be terminated at any time by mutual consent of the Parties, or by either party upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

10.2   If JusticeTrax should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Customer may terminate this Agreement.

10.3   If JusticeTrax reasonably determines that Customer's use of the Product either: (i) fails to comply with the Restrictions on Use defined in the Software Licensing Terms (Exhibit A), Section 6; (ii) poses a security risk to the Product or any third party, (iii) creates or is likely to create an adverse impact on JusticeTrax's systems, the Product, or the systems or content of any other subscriber; or (iv) subjects JusticeTrax or its Affiliates to possible liability, then JusticeTrax may immediately upon notice temporarily suspend Customer's and any Authorized User's right to access any portion of the Product, pending remedial action by Customer, or after a period of 30 days, terminate the Agreement.

10.4   The Customer's failure or inability to pay Fees as they become due shall be considered a breach of a material term under this Agreement. JusticeTrax shall have the right to terminate this Agreement upon thirty (30) days written notice should the Customer fail to or is unable to pay any amount due hereunder.

10.4.1 Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement after the close of any fiscal year of the Customer, which fiscal year ends on September 30th annually, is subject to budget approval and appropriations specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the Customer's City Council to determine whether or not to fund this Agreement. The Customer does not represent that a budget item providing for this Agreement will be adopted, as that determination is within the City Council's sole discretion when adopting each fiscal year's budget.

10.5 Effect of Termination. Upon termination of this Agreement, JusticeTrax shall immediately cease all activities under this Agreement, expect as provided for under Section 11, Transition Assistance. In the event of any termination or expiration of this Agreement:

　　i.　Customer will pay all JusticeTrax invoices for the Product and Services that were provided up to the termination date. In the event of termination pursuant to Subsection 10.1, JusticeTrax shall be compensated on a percentage basis for work in progress, but not completed as of the date of termination. The termination date is the later of (a) the date when JusticeTrax receives a written termination notice from the Customer or (b) the date on which the Customer stops using the Product;

　　ii.　All rights and licenses granted hereunder to Customer and its Authorized Users will immediately cease, including, but not limited to, all use of the Product;

　　iii.　JusticeTrax will provide records to Customer in accordance with its transition assistance services ("Transition Assistance") as set forth in Section 11; and

10.6 The Parties will, upon written request of the other Party, either returning to the requesting Party or destroy any Confidential Information of requesting Party that are in other Parties possession or control.

11.　Transition Assistance

11.1 Upon termination of the Agreement for any reason, and subject to Fees due being paid in full, JusticeTrax will return Customer's data in a CSV or other mutually agreed upon format for each record ("Record") and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. The Transition Assistance outlined in this sub-section is included in the Fees charged to Customer for the Product. Fees are due and payable up to the Cutoff Date.

11.2 As an optional Transition Assistance, JusticeTrax shall provide, at an additional fee, the database and install the licensed Application Software, along with the accompanying license and license agreement.

11.3 As an optional Transition Assistance, JusticeTrax shall provide, at an additional fee, the database and other managed services, as mutually agreed upon.

11.4 Notwithstanding the foregoing, JusticeTrax reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with JusticeTrax.

12. Survival

12.1 All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in applicable Exhibits listed in Section 2.3, Section 6 ("Confidentiality"), Section 8 ("Indemnities"), Section 9 ("Limitation of Liabilities") Section 10 ("Termination"), Section 11 ("Transition Assistance"), Section 12 ("Survival"), and Section 14 ("Dispute Resolution").

13. Insurance

13.1 JusticeTrax shall secure and maintain the following insurance throughout the Term of this Agreement:

1. Commercial General Liability in the minimum amount of $1,000,000 per occurrence and $1,000,000 aggregate.

2. Non Owned Automobile Liability insurance coverage for all hired vehicles with a minimum combined single limit of $1,000,000.

3. Workers Compensation insurance that meets the statutory obligations.

4. Technology Errors & Omissions insurance including coverage for Network Security, Data Breach and Privacy ("cyber") Liability for the duration of this Agreement. The insurance policy provides coverage in the amount of $1,000,000 and a $100,000 sublimit for privacy remediation (event management costs). The limit is an annual aggregate. The policy is written on a Claims-Made basis, the policy will remain in continuous effect for at least 3 years after the service is provided includes a 3-year extended reporting period.

14. Dispute Resolution

14.1 The Customer and JusticeTrax agree that disputes related to the project and this Agreement should first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, each Party (the Customer and JusticeTrax) shall appoint a representative to attempt to arbitrate the differences between the Parties within 15 elapsed Business Days of such recognition that direct negotiations have failed. If the two appointed arbitrators cannot reach an agreement to resolve the issue within 10 further elapsed Business Days, the two arbitrators shall jointly agree on the selection of a third arbitrator. The three arbitrators shall then have a further 10 elapsed Business Days to make an arbitration decision, by simple majority. The costs for such arbitration shall be equally and jointly assumed by the two Parties to this Agreement.

14.2 This Section 14 shall not restrict or prejudice either party's right to seek injunctive relief in a court of competent jurisdiction or right to enforce any arbitrator decisions made in accordance with this Section 14 in a court of competent jurisdiction.

15. Assignment

This Agreement shall be binding upon the successors and assigns of both Parties, provided, however, that no assignment, delegation, or other transfer (except to a third party acquiring all or substantially all of JusticeTrax's assets or by merger of JusticeTrax with a third party) shall be made by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld.

16. Severability

Any provision of this Agreement or part thereof found to be illegal or unenforceable shall be deemed severed and the balance of this Agreement shall remain in full force and effect.

17. Waiver

The failure of a party to enforce a provision, exercise a right, or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given. Unless stated otherwise, all remedies provided for in this Agreement are to be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

18. Headings

The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

19. Entire Agreement

This Agreement shall supersede all previous communications, negotiations, and other agreements whether written or oral in relation thereto, unless the same are expressly incorporated into this Agreement by reference either at the time of execution, or subsequently, as a result of a Change Order (as per Exhibit D.9), or amendment.

20. Counterparts

This Agreement may be executed in counterparts and delivered to each of the Parties by facsimile or electronic mail. Electronic, facsimile, or photocopy signatures are deemed as legally enforceable as the original. Each such counterpart is deemed an original instrument, but all such counterparts taken together constitute one and the same agreement. The Parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the Parties.

21. Notices

Any formal notice or communication given or required to be given under this Agreement, (other than routine operational communications) shall be in writing and will be served either in person or by registered mail, certified mail, or courier services that provide proof of delivery and package tracking capability, in each case with postage or shipping fees prepaid, to the other party at the address stated below or at the latest changed address given by the party to be notified as hereinafter specified. Notices will be considered effective on the day of actual delivery. Alternatively, written notices sent by electronic mail to the other party and then acknowledged back by electronic mail by the other party shall be deemed to have been given when the acknowledgment of receipt is received by the sender.

To Customer:	To JusticeTrax:
City of Corpus Christi	JusticeTrax, Inc.
321 John Sartain St.	Attn: Simon Key
Corpus Christi, TX 78401	1 N MacDonald
	Suite 500
bobm@cctexas.com	Mesa AZ 85201
	Simon.Key@justicetrax.com

22. Force Majeure

This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply to the extent that performance is rendered not possible by either party or its agents. Should either party be unable to perform this Agreement as the result of a Force Majeure event, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

23. Choice of Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

24. UN Exclusion

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

25. No Third Party Beneficiaries

Customer and JusticeTrax are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

City of Corpus Christi
Forensic Services Division

JusticeTrax, Inc.

_____

Name: _____

Title: _____

Date: _____

_____

Name: _____

Title: _____

Date: _____

Exhibit A: License Terms

1.   Compliance

The Customer will be responsible to JusticeTrax for compliance with the restrictions on use and other terms and conditions of this Agreement by Customer and all of its Authorized Users.

2.   License for Use (SaaS Services)

Subject to the terms and conditions of this License Agreement and the payment of the applicable license fee, JusticeTrax hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the SaaS Services (as described in Exhibit C). The SaaS Services shall be accessible through a designated secure internet platform during the Term of this Agreement solely for the Customer's use in conjunction with Customer operations (and not for resale, access by third-parties, or for other commercial purposes). Apart from the rights enumerated in this Agreement, the SaaS Services do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to SaaS Services, nor in any copy of any part of the SaaS Services.

3.   License for Use (On-Site Application Software) (IF APPLICABLE)

Subject to the terms and conditions of this License Agreement and payment of the applicable license fee, JusticeTrax hereby grants to the Customer, for use by its Authorized User, a non-exclusive license to use the On-Site Application Software solely for the Customer's use in conjunction with Customer operations. Apart from the rights enumerated in this License Agreement, the License does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Application Software, nor in any copy of any part of the On-Site Application Software.

4.   Copies of Documentation

JusticeTrax will provide Customer with access to the Documentation, as may be updated from time to time. The Customer may use the Documentation solely in connection with the use of Product, and may reproduce the Documentation, provided that each copy thereby produced shall be marked with JusticeTrax's proprietary markings as delivered to the Customer. The Customer shall not use, print, copy, translate or display the Documentation in whole or part for any reason other than those expressly authorized in this License Agreement.

5.   Title

As between JusticeTrax and Customer, JusticeTrax retains title to and ownership of the SaaS Services, On-Site Application Software, and Documentation, including Source Code, and all Intellectual Property Rights relating thereto (collectively, "JusticeTrax Intellectual Property"). JusticeTrax's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other Intellectual Property relating thereto. Customer will have no rights with respect to SaaS Services, On-Site Application Software, and Documentation, including Source Code, the Third-Party Data or the Third-Party Components, other than those expressly granted under this Agreement. Any suggestions for changes or improvements to the Product that Customer provides to JusticeTrax, whether solicited by JusticeTrax or not, shall be owned by JusticeTrax, and Customer hereby irrevocably assigns, and shall assign, to JusticeTrax all rights, title, and interest in and to such suggestions. JusticeTrax shall have no obligation to incorporate such suggestion into its products or Services.

6.   Restrictions on Use

The Customer and its Authorized Users will not (and will not knowingly permit any third party to): (i) share the Customer's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Product or any files contained in or generated by the Product; (iii) copy, modify, adapt, translate, or make derivative works of the Product, Third Party Data, or Third Party-Supplied Components, or otherwise make any use, resell, distribute or sublicense the Product, Third Party Data or Third Party-Supplied Components other than in connection with this Agreement; (iv) make the SaaS Service available on a "service bureau" basis or knowingly allow any unauthorized users to use the SaaS Service; (v) remove or modify any proprietary marking or restrictive legends placed on the Product, Third Party Data, or Third Party-Supplied Components; (vi) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the services; (vii) introduce into the Product any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (viii) hide or obscure any Authorized User's location with malicious intent or purpose; (ix) permit access or use of the Product for any activities other than to enhance the Customer's own services, where reliance solely on or failure to use the Product could lead to death, personal injury, or property damage. The Customer and its Authorized Users will not access the Product if in direct competition with JusticeTrax and will not allow access to the Product by any party who is in direct competition with JusticeTrax, except with JusticeTrax's prior written consent.

7. Third Party Applications

7.1 If Customer installs or enables a Third-Party Application for use with the Product, Customer grants JusticeTrax permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the Product. In no event will JusticeTrax be responsible for any Third-Party Application, or any failure of a Third-Party Application to properly interoperate with the Product. If JusticeTrax receives information that a Third-Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from JusticeTrax, disable any connection between such Third-Party Application and the Product to resolve the potential violation (and if Customer fails to promptly disable such connection, JusticeTrax shall have the right to do so).

8. Third Party Components

8.1 Usage of Third-Party Components. Where there are any inconsistencies or conflict between the terms and conditions of Third-Party Components and the terms of this Agreement, such additional terms shall govern the Customer's use of the applicable Third-Party Component. JusticeTrax-supplied Third Party Component license(s) are restricted for use solely with JusticeTrax Application Software.

8.2 Disclaimer Regarding Third-Party Components. JUSTICETRAX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

9. Third-Party Data

Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third-Party Data. JUSTICETRAX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

10. Customer Data

As between JusticeTrax and Customer, Customer owns and shall retain all rights, title, and interest, including, without limitation, all Intellectual Property Rights, in and to Customer Data. Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with JusticeTrax as set forth in this Agreement. JusticeTrax shall not access Customer user accounts or Customer Data except: (i)

in the course of data center operations, (ii) in response to services or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at Customer's written request. JusticeTrax shall not collect, access, or use user-specific Customer information except as strictly necessary to provide the Product to the Customer. Notwithstanding anything to the contrary contained herein, Customer hereby grants to JusticeTrax an irrevocable, worldwide, royalty free, non-exclusive license to use the Customer Data to: (a) provide the Product to Customer and other JusticeTrax subscribers; (b) analyze the Customer Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Product, create new products and services; and (c) for JusticeTrax's internal purposes to improve the Product.

11. Software Enhancements and Optional Modules

JusticeTrax shall supply the following, subject to the Customer's payment of applicable fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth in the Agreement:

a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.

i. In the event of a Major Enhancement Release, JusticeTrax will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the System.

ii. In the event of a Minor Enhancement Release, JusticeTrax will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the Customer shall have 5 days to test the update, after which, the update shall become part of the System.

b. Interface modules that are developed by JusticeTrax for interfacing the Product to other software products; provided, that such modules are specifically included in the Agreement.

c. Changes to SaaS Services. JusticeTrax software operates on a variety of common web browser types. JusticeTrax reserves the right to provide the SaaS Services using only JusticeTrax Certified Browsers.

12. Disclaimer on Use

THE AUTOMATIC VEHICLE ROUTING RECOMMENDATION COMPONENT ("AVRR COMPONENT"), IF LICENSED UNDER THIS AGREEMENT, IS INTENDED FOR USE AS ONE FACTOR IN DETERMINING THE BEST VEHICLE ROUTING FOR THE CUSTOMER BUT IS NOT INTENDED TO BE USED AS THE SOLE SOURCE FOR DETERMINING ROUTING, NOR WHICH VEHICLES TO DEPLOY TO ADDRESS ANY EMERGENCY SITUATION. THE AVRR COMPONENT IS HEAVILY DEPENDENT ON THE QUALITY OF THE SOURCE MAPPING INFORMATION INPUTTED BY OR ON BEHALF OF CUSTOMER AND JUSTICETRAX WILL HAVE

NO RESPONSIBILITY OR LIABILITY FOR ANY ROUTING ERRORS AND/OR DELAYS, NOR ANY RESULTANT DAMAGE OR LOSS ARISING AS A RESULT OF THE MAPPING DATA OR FOR ANY DAMAGES OR LOSS CAUSED BY ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE AVRR COMPONENT.

Exhibit B: Annual Subscription Support Terms

1. Site Access

When requested by JusticeTrax, the Customer is obliged to provide access to its premises, staff, and authorities, provided JusticeTrax staff meet the security requirements noted in Section 4 of the Head Agreement.

2. Product Support

PURPOSE\SCOPE

This document represents the Service Level Agreement (SLA) between JusticeTrax, Inc. and its Customers for the provisioning of software and IT services required to support and sustain JusticeTrax products and services.

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent customer service support and delivery to the Customer(s) under their current SMA.

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.

- Present a clear, concise and measurable description of service provision to the customer.

- Match perceptions of expected service provision with actual service support & delivery.

- Clearly delineate the different services provided by JusticeTrax under a subscription-based contract compared to a maintenance agreement.

This SLA remains valid unless superseded by a customer contract or agreement mutually endorsed by both JusticeTrax and the customer.

Standard Maintenance Agreement

All Customers that have access to JusticeTrax continued support and maintenance are under the Standard Maintenance Agreement (SMA). Portions of this agreement, executed between JusticeTrax and all our Customers, are mentioned in this document and the template agreement is provided here for your reference. Each customer should refer to their specific Agreement, as it may have been modified to meet your specific contract requirements.

Your specific SMA may have been modified during the course of contract negotiations. Please refer to your executed agreement if you believe it differs from the standard agreement provided here.

Product Implementation Support

Certain contracted support and maintenance services are provided prior to the SMA taking effect. These services are typically provided during product implementation. Product implementation projects will be documented in Basecamp, including the status of all deliverables and services. Contract closing will also be documented in Basecamp. Where services differ under a subscription or maintenance plan, subscription services are denoted with "Subscription", while maintenance plan services are denoted with "Maintenance". If services are not labeled in this manner, then they are provided under both plans.

Server Configuration and Installation

Subscription: JusticeTrax will provide a hosted environment, including the installation of all purchased products, and performance based on Exhibit E of the originally executed contract. JusticeTrax will also aid in installing any client based JusticeTrax software on the Customer's computers as necessary.

Maintenance: JusticeTrax will provide server configuration and set-up assistance to all customers to provide for the proper installation of JusticeTrax products. After installation, server or hardware assistance will be provided per the SMA.

Administrative and End User Training

All Administrative, End User and Report Training will be provided as contracted. When contracted training time has been exhausted, a quote will be provided for any additional customer requested training and carried out upon agreement of the quote.

Configuration Services

All Configuration Service hours will be provided as contracted. Configuration Service hours can include design, configuration, and reporting services for any of the purchased applications. Use of hours, as well as documentation of remaining hours at any given time in the project, will be tracked in the Basecamp project.

Crystal Reports and SSRS Reports

Crystal Report Templates will be provided as contracted, either as a line item or through Configuration Services. Once a Crystal Report Template has been designed per customer specifications and provided to the customer, the report will be considered "delivered." It is expected that the customer will test the report to confirm functionality and verify that specifications are met. Once the report is tested and verified, the customer will accept the report and document such in the Basecamp project. If no response is received from the customer within two weeks of the report, it will be considered "accepted" by default.

Any requests for changes, modifications, or re-design of an "accepted" report due to a customer modification will be performed only upon the reallocation of resources from another line item on the contract, or upon the issuance of a PO for additional report development time.

Customer Standard Support for LIVE Product

After a Product is deemed Configured For Use in a Customer's environment, their support is transitioned to JusticeTrax Standard Support. All support that is provided at that point is per the SMA. The areas of support that are included in the SMA follow:

Business Hours of Support

Customer Care's regular business hours are 8 am to 5 pm, Arizona time. Please note that Arizona does not observe daylight savings time.

JusticeTrax is closed on the following U.S. holidays: New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day (or nearest weekday, if the holiday falls on a weekend).

Maintenance: An application request or requirement for assistance by JusticeTrax Support outside of these published business hours will only be fulfilled once a request has been reviewed and if necessary, a quote for estimated assistance time is produced and agreed upon by JusticeTrax and the Customer.

Subscription: An environment service request outside of these published business hours will be handled and governed by Exhibit E of the original contract.

An application request or requirement for assistance by JusticeTrax Support outside of these published business hours for a subscription customer will only be fulfilled once a request has been reviewed and if necessary, a quote for estimated assistance time is produced and agreed upon by JusticeTrax and the Customer.

Zendesk

Requests for assistance or inquiries are made to the JusticeTrax Customer Service department though the Zendesk Help Center Portal or support email address, *support@justicetrax.Zendesk.com*. Per the JusticeTrax SMA, for consistency and responsibility, only authorized system administrators or back-ups (as defined by individuals with Zendesk accounts) should be contacting JusticeTrax for support

assistance. Customers are asked to inform JusticeTrax if there are additional individuals that need to be provided Zendesk accounts and are authorized to submit such requests on behalf of your laboratory or agency.

Each issue logged by JusticeTrax Customer Care receives a unique identifier called a "Zendesk Issue Tracking Number", or "ZD Number." This number should be used in all correspondence to JusticeTrax Customer Care regarding an open issue. Emails are automatically sent to the Customer when JusticeTrax representatives add comments to Zendesk tickets. The Customer may respond directly to the email, which will then be automatically added as a comment to the same ticket. This process will carry through until the resolution of the ticket.

Telephone Support

Requests for assistance or inquiries can also be made by telephone at 800-288-5467 opt. 4 during business hours. A message can be left for Customer Care staff outside of business hours or when all staff is busy.

Per the JusticeTrax SMA, for consistency and responsibility, only authorized system administrators or back-ups (as defined by individuals with Zendesk accounts) should be contacting JusticeTrax for support assistance. Customers are asked to inform JusticeTrax if there are additional individuals that need to be provided Zendesk accounts and are authorized to submit such requests on behalf of your laboratory or agency.

Crystal or SSRS Reporting

Crystal Reports and SSRS Reporting are an intricate part of most of the JusticeTrax products. We encourage Customers and Agencies to obtain training and gain knowledge in these products to be able to utilize as much of the reporting power that they can from their product databases.

Support for issues that involve Crystal Reports or SSRS will be provided with the following guidelines:

- Modifications of a report, originally delivered under contract with JusticeTrax, due to improper report functionality because of a recent change to product code or other JT product/software modifications.

- General functionality questions and explanations of how to achieve a particular goal using a Crystal Report template.

- Short consultations (less than a half hour of time) on Customer created reports may be provided but at a lower priority.

Server or Database

Maintenance: Customers are ultimately responsible for the maintenance and upkeep of their server hardware, databases and backups. JusticeTrax can and will provide guidance or support for certain aspects of server hardware, and to a greater degree, the JusticeTrax product databases for two Customer environments- one containing production data and one used for testing new versions and configurations, however they are named. Any requested JusticeTrax assistance will require the involvement of

Customer IT staff or equivalent. Final responsibility for all environmental changes is that of the Customer representative.

Subscription: JusticeTrax is responsible for the maintenance and upkeep of the Customer's server environment, databases and backups according to Exhibit E.

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Service Outside the Scope of Standard Maintenance

The Standard Maintenance Agreement (SMA) includes assistance centered around the support of JusticeTrax products as well as the limited services stated above. For customers that are in good standing with their SMA, quotes can be supplied for any of the individual tasks listed below or other custom support as needed. Please note that some of these services may be performed and executed under contract during the implementation of a JusticeTrax product and would not be considered outside the scope of the SLA. Instead, they would be governed by the **Product Implementation Support** section of this document.

Crystal or SSRS Reporting

- The creation of a new report by JusticeTrax based on customer requirements.
- Updates or edits to the following types of reports*:
    o Any report NOT originally delivered by JusticeTrax where the report was originally designed, created, and configured by the customer.
    o Any report that was functional and is now not functioning correctly due to customer changes to application, database, or environment.
    o Any report that requires the development of custom tools such as stored procedures, triggers, user defined formulas, Word macros or Visual Basic code modifications.

*NOTE- assistance may be provided for these types of reports under the previously mentioned short consultations.

Server or Database Support for Maintenance Customers

- The configuration and development of custom stored procedures or triggers to maintain a functional JusticeTrax product due to changes in the customer's environment.
- The monitoring or resolution of poor database backups, filled log files or assistance when exceeding Customer database data storage capabilities.
- Remote or onsite assistance in moving of application or database instances to a new server due to changes in customer IT environment(s) or requirements.

- Upgrade of server software or operating systems due to changes in customer IT environment(s) or requirements.
- The development of custom scripts, stored procedures or triggers.
- The movement of database instances to a new server

Notification of Need for Service Outside the SMA

After logging of an issue or request for assistance by Customer Care in our Zendesk Issue Tracking System, the issue will follow normal issue resolution processes until it is determined that one of the above conditions is required to resolve the issue.

When necessary, the customer will be notified that the issue's resolution will require services outside the scope of the SMA. An estimate of time and costs will be supplied as a quote for additional services. Quotes will include a per hourly charge and will include travel expenses, if necessary.

The Customer will need to provide a confirmation for the services and when necessary, a purchase order before the work will proceed.

If the customer does not approve the required work, the issue/ticket will be closed, and a note attached that the issue was not covered under standard maintenance.

Purchase of Bulk Support Hours

Customer Care recognizes there are times when Customers do not have adequate resources to perform services which are outside of JusticeTrax's supported service – defined in the **Service Outside the Scope of Standard Maintenance** section of this document – and that acquiring purchase orders on an as needed basis can become difficult. In order assist customers in meeting these challenges, we provide the opportunity for the purchase of Bulk Support Hours.

These service hours can be optioned in each year as an addition to maintenance or subscription fees and renewed annually as needed. We offer increments of 10, 20, 50 or 100 hours specifically to be drawn upon for services such as Crystal Report Configurations, Crystal Report Edits, SSRS Reporting, Server Moves, Configuration Assistance, New and Repeat training and other out of scope services.

A Zendesk ticket should be submitted for each request as outlined in **Notification of Need for Service Outside the SMA.** All out of scope tasks are subject to the approval of the Customer Care Manager and availability of resources. Also, prior to decrements being made to Bulk Support Hours, Customer Care will require approval from the organization's designee (LIMS Admin, Lab Director, etc.)

All Bulk Support Hours are required to be used within a year of purchase. After this time, they are considered expired, and a new purchase is required for future Bulk Support Hours.

Customer Support Issue Escalation Policy

Customer Support Response Time and Escalation Guidelines

The JusticeTrax Support Escalation Policy ensures our Customers' issues are handled by knowledgeable JusticeTrax staff within the most reasonable timeframe. Issues are escalated through a process that includes our Customer Care staff, Developers and Management Team. This escalation policy governs both Subscription and Maintenance customers.

Submission Process

Issues are submitted or reported to JusticeTrax using the Zendesk Issue Tracking System, email or direct phone calls to a Customer Care representative.

Issues received via JusticeTrax email or phone are logged into Zendesk and responded to via Zendesk or phone communication.

JusticeTrax Customer Care uses the following issue **STATUS** to categorize reported issues:

Open - The issue is open and being worked by JusticeTrax Staff.

On Hold - The issue is submitted for resolution to JusticeTrax Development or database administrator. The ticket is still active pending the completion by Development or DBA.

Pending - JusticeTrax is waiting on a response for additional information from the Customer/Requestor or a resolution has been provided and waiting for their approval.

Solved - Upon customer approval or agreement, the issue has been marked solved and will be closed. A resolution notice and message are sent to the customer when tickets have been set to solved.

JusticeTrax Customer Care uses the following issue **PRIORITIES** to categorize the current criticality of an issue:

1. Urgent - Customer's JusticeTrax product/system is down or normal workflow is being prevented. A workaround cannot be offered or is unsuitable.

2. High - Normal workflow is being affected, but a workaround is available. The issue is planned to be fixed in the current product in the next release.

3. Normal - Unwanted or unexpected behavior is being observed in the product but does not affect normal customer wide workflows. Issue will need attention or review at the next available Development cycle or version number of the product.

4. Low - An enhancement request for other non-immediate need or general question that only required an answer/response.

Issue Response Times and Escalation

JusticeTrax strives to move all issues to a "solved" status as quickly as possible.

Customers may request an escalation by contacting JusticeTrax.

All issues/tickets will be evaluated by a Customer Care Representative and given an initial Priority, as defined above, as soon as feasible.

All issues/tickets will move through different levels of response when necessary. Levels are defined below along with their escalation timeline. All time references are normal business hours except for Urgent tickets. Urgent tickets that are received outside of normal business hours will be addressed as soon as possible once resources can be addressed. They will not be held until business hours for review.

Level 1: The new issue is received by JusticeTrax and appropriate Staff attempts to resolve the issue to the satisfaction of the customer. In Zendesk, this would be an issue OPEN and assigned to a JusticeTrax Representative. A Level 1 issue will be escalated to Level 2 based on its priority.

Escalation to Level 2

Urgent - within 1 hour

High - within 4 hours

Normal - within 24 hours

Low - 48 hours

Level 2: The issue is escalated to another JusticeTrax staff member with issue specific knowledge for research and/or resolution. In Zendesk, this would be an issue OPEN and assigned to the new staff member. A Level 2 issue will be escalated to Level 3 based on its priority.

Escalation to Level 3

Urgent - within 2 hours

High - within 8 hours

Normal - within 24 hours

Low - Only after further review by Product Manager

Level 3: The issue is escalated to the Development team or a DBA for resolution. The initial JusticeTrax staff member will continue to communicate with the customer throughout the issue resolution process. In Zendesk, this would be an On Hold issue. A Level 3 issue will be escalated to Level 4 based on its priority.

Escalation to Level 4

Urgent - within 6 hours

High - within 16 hours

Normal - only after further review by JusticeTrax Management Team

Low - only after further review by JusticeTrax Management Team

Level 4: The issue has been escalated to the JusticeTrax Management Team for review. The possible outcomes of a Level 4 review include but are not limited to: the issue of a software patch, the confirmation of matter being placed on current development cycle or an agreed negotiated course for issue resolution between the Customer and Senior JusticeTrax Management. In Zendesk, this would be an On Hold issue.

Issue and Ticket Resolution

The goal of the Issue Escalation Policy is to move each issue to a status of "solved" as quickly as possible. This means that we have offered a resolution and are awaiting confirmation that the issue is resolved. Issues are considered resolved and closed only when the customer is in agreement with the resolution or when no further follow up from the customer is received.

As the initial receiver of all tickets and issues, our customer representatives will be responsible for updating customers on the status of their issue. In some instances, staff cannot obtain confirmation of a resolution. While we will make every effort to ensure you have received a workable solution, there are instances where we will mark an issue as solved without your direct confirmation.

If a representative has made effort to receive written confirmation from a contact that an issue is resolved but to no avail, then the issue's status will be marked as "Solved". Tickets that remain "Solved" after 30 days will automatically be marked "Closed" in the Zendesk application. The issue will be reopened upon request from the contact prior to the 30-day wait period, or a new ticket will be created if the original ticket has already reached the "Closed" status.

Satisfaction Surveys

Customer Satisfaction is used by JusticeTrax to gauge the level of support we are providing as well as an understanding how our assistance is received by our customers.

With the resolution of each issue, an automated inquiry will be sent to the requestor confirming that the issue has been set to "Resolved". It will also include a quick and easy survey related to that specific issue. Customer feedback is important in allowing us to continually improve our processes. Please take a minute with each survey to let us know how we did by replying to the e-mail.

In addition to issue/ticket resolution surveys, JusticeTrax distributes Company Satisfaction Surveys each year to our customer agencies. The result of this more inclusive survey is used by JusticeTrax to re-deploy resources or obtain training in those areas necessary.

3.   7x24 Emergency Telephone Support

JusticeTrax will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize JusticeTrax to provide 7x24 Telephone Support. An additional agreement and costs will apply to this enhanced level of application support.

4.   Third Party Applications

4.1   Responsibilities for Planned Updates**.** Customer shall provide JusticeTrax with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third-Party Provider of a Third-Party Application. JusticeTrax shall undertake commercially reasonable efforts to patch or update the Product in order to integrate it with the updated Integrated Third-Party Application.

4.2   Responsibilities for Planned Upgrades. Customer shall provide JusticeTrax with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third-Party Provider of a Third-Party Application. JusticeTrax shall evaluate the time and resources required to patch or update the Product in order to integrate it with the upgraded Third-Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which JusticeTrax would develop a patch, update, or upgrade to integrate the Product with the Third-Party Application.

Exhibit C: Price and Payment Terms

1.   Pricing and Payment

JusticeTrax shall be paid based on the Fees schedules in this Exhibit.

2.   Fees Schedule for Onboarding Services

The total amount payable for Onboarding Services is **$39,500** An invoice for this amount shall be issued upon commencement of the first Production Period. This amount shall be paid in full within thirty (30) Days after the invoice date.

Contracted Services

SERVICE	Quantity	Unit Cost	Subtotal
Hosted Platform Configuration	1	$5,000.00	$5,000.00
Configuration Services to include design, configuration, and reporting services as well as remote training sessions to supplement onsite training. Not to exceed 300 hours	150 hours	$150.00	$22,500.00
Remote Administrator Training/Configuration	40 hours	$150.00	$6000.00
Remote End User Training Support / Train-the-Trainer	40 hours	$150.00	$6000.00
			$39,500.00

3.   Subscription Fees

3.1 Initial Subscription Fees

Application / Service	Number of Subscribed Users	User Cost per Year	Subtotal Cost per Year
New Licenses V3.8 Named Users included JusticeTrax Indexer	21	$1,800.00	$37,800.00

Annual Subscription Year 2	21	$1,800.00	$37,800.00
Annual Subscription Year 3	21	$1,800.00	$37,800.00
Interface Control / Tailored Work (if applicable)	Flat fee	N/A	
Total Cost per Year			**$37,800.00**
Total contract cost including services and subscription fees for years 1, 2 and 3.			**$152,900**

3.2   Increases in the User Cost per Year (UCY) after year 3 shall not exceed 5% per annual subscription. JusticeTrax shall notify Customer regarding any pricing increases at least sixty (60) days prior to the beginning of a Subscription Renewal Term.

4.   Fees Schedule for SaaS Services

4.1   The subscription fee for the first full year of the Production Period shall be paid in full and in advance within thirty (30) days that the SaaS system is configured, and Customer access granted, which shall set the date of future annual renewals (the "Subscription Payment Date"). The annual subscription fee for subsequent years of Software as a Service (each a "Subscription Renewal Term") shall be paid in full and in advance on each annual Subscription Payment Date.

4.2   During the Production Period, the annual subscription fee for the Software as a Service shall be calculated as the number of users per application multiplied by their respective UCY as defined in Section 3.

5.   Egress and Connectivity

5.1   The Customer will provide access in a manner consistent with their security requirements.

6.   Database / Disk Storage

6.1   Disk Storage (for multimedia attachments and logs) shall be made available for a total maximum of 1 terabyte.

Exhibit D: Onboarding Terms and Conditions

1.   Documents

1.1   The Onboarding Terms and Conditions shall also include the following sections, where applicable:

       i.   Documents
       ii.   Statement of Work
       iii.   Project Implementation Schedule
       iv.   Interface Control / Tailored Work Document (ICTWD) - Not applicable
       v.   Data Migration - Not Applicable
       vi.   Enhancements Control Document (ECD) – Not applicable
       vii.   Acceptance Testing
       viii. Training Course Outlines
       ix.   Changes to Onboarding Projects

2.   Statement of Work

JusticeTrax shall assign a competent project manager to this project during the Implementation Period to deliver the Contracted Serves and Subscribed applications. The project manager shall be Jenna Oakes-Smith, with service delivery provided by an Implementation Specialist, unless the parties mutually agree to change this individual, which consent shall not be unreasonably withheld. The project manager shall prepare work plans and schedules, keep all active parties aware, in writing, of progress, changes, issues, etc. and convene meetings when necessary and convenient for the parties to resolve issues and confirm achievements. Only JusticeTrax staff who are fully trained and qualified and who have met the JusticeTrax security standards shall be assigned to this project.

The Customer shall designate a project authority from their staff who shall have the experience, knowledge, and authority to make decisions with the JusticeTrax project manager and carry out those responsibilities attributed to the Customer and reflected in the Project Implementation Schedule (Exhibit D.3).

JusticeTrax will provide guidance and assistance in specifying the hardware and third-party software to be purchased by the Customer.

3.   Project Implementation Schedule

JusticeTrax recognizes six (6) milestones in a project:

- Project Start: Once a kick off meeting has been held with the Customer, the project is considered "in flight" and started.
- Administrative Configuration Complete: Administrative configuration covers the data points that are used to enter case and result data; this data is either included in the application by default or is added to the application for the Customer either through script or the user interface. A complete administrative configuration means that the application contains all of the design and data needed for the Customer to enter case work. This may include, but is not limited to, user

designed data entry screens, configured modules, populated picklists and formatted report templates.

- Configured for Use: This milestone means that initial acceptance testing by appropriate personnel (as defined in more detail in Section D.7) has been completed. The Customer has deemed the application configured and useable for their analytical and casework needs. The Customer can Go Live and put the application into us at any time.
- End User Acceptance*: End User acceptance training and testing ensures that all end users have been appropriately trained, either by internal Customer trainers or by JusticeTrax Staff, and have been given the opportunity to test the application and become comfortable with its use. Issues that are identified in this process can be addressed either by the implementation team or under maintenance support.
- Live*: The Customer is using their software in a production environment (however named) and the data that is being entered into the system will be used for official analytical/ evidentiary needs.
- Project Close: The onboarding of the Customer is complete. All contract items have bene delivered or reallocated as appropriate. All future work and support will be handled under subscription support and/ or future contracts.

*While project plans are created to include the End User Acceptance and Go Live milestones, these are not considered to be required under implementation projects. If delays in the project are generated due to limitations on Customer resource availability, these milestones may be skipped as the JusticeTrax Implementation Specialist is reassigned. Once an application is configured for use and can be used by the Customer, future support can, and would in the cases of a delayed project, be handled under the subscription agreement by the JusticeTrax helpdesk. If projects are delayed due to JusticeTrax resource availability, a new resource would be assigned, or a new project plan would be created to include these two milestones.

The project timeline for this work, including dates of the milestones, is displayed below.
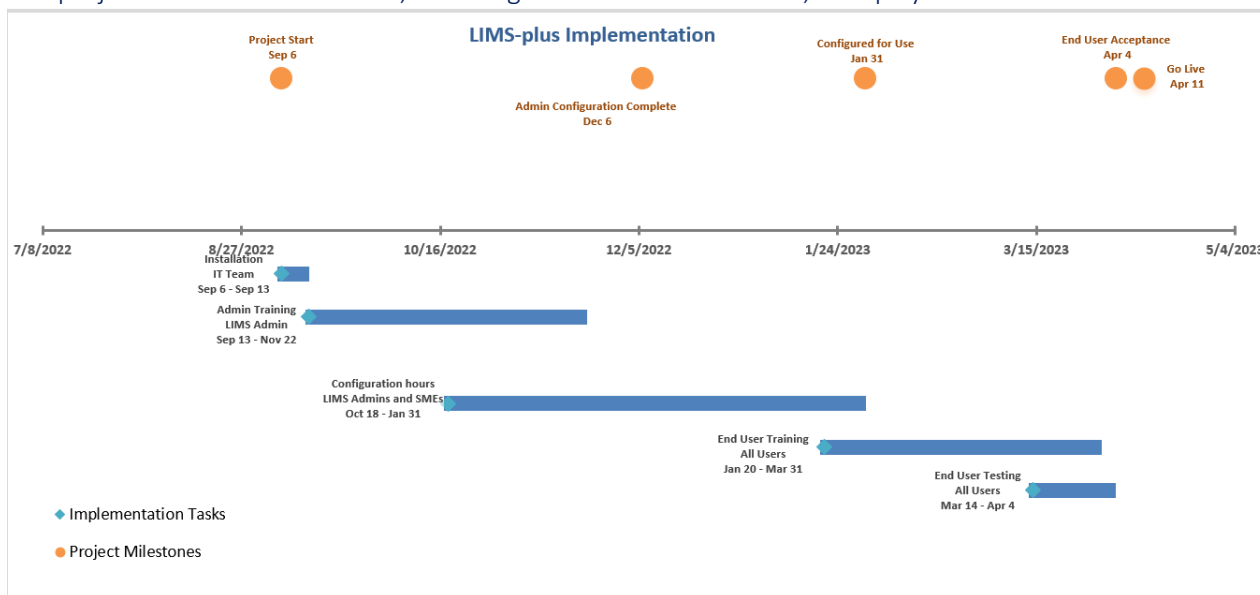
4. Interface Control / Tailored Work Document (ICTWD) N/A

5. Enhancements Control Document (ECD) N/A

6. Data Migration N/A

7. Acceptance Testing

The Customer will identify a team of users to take on the role of power users, subject matter experts, back up administrators (however named by the organization). These people should have technical, specific, and practical knowledge of at least one Discipline in the Crime Lab as well as evidence handling and processing. They will act as liaisons between the individual units and the overall implementation team. They should participate in admin or power use/ SME training training during the implementation and help to make configuration choices for their representative unit.

These staff members will be responsible for the acceptance of the individual section workflows and configuration. They will perform validation testing of all configured screens, administrative data, reports and any integrations that are needed by the section. Once they have signed off on their workflow, the application will be configured for use for that discipline. Once all disciplines have been accepted, the application will be considered Configured for Use and that milestone will be achieved.

8. Training

Administrator/Configuration training is provided very early in the implementation process. Administrator training is provided to a group comprised of the designated LIMS administrators for the Customer as well as subject matter experts from each section as appropriate. The training is designed to teach this core group of users how to configure LIMS-plus to ensure that workflows and modules match the analytical needs of the Customer. This training will take place very early in the implementation. The contract line item of Administrator Testing will be to include general administrative topics as well as section specific information.

9. Changes to Onboarding Projects

From time-to-time Project Changes may arise. JusticeTrax staff will propose and post such Changes to the JusticeTrax electronic project management system where the Customer shall accept or reject the change. Changes will be deemed acceptable should the Customer not respond within 7 calendar days.

9.1   Amendments

The following types of changes shall require an Amendment Form to be completed, and if approved, signed by representatives of both Parties authorized to bind each Party in such matters:

- Adding new product or additional services to the Project.
- Changes in project scope that result in an increase to the fees.
- Updates to the Project Implementation Schedule (Exhibit D.2) that impact the "1.9   Configured and Available for Use" Payment Milestone.

The above types of changes are not meant to be an inclusive list.

In the event of inconsistencies amongst the Main Agreement or the Agreement's Exhibits and any Change Order Form the Change Order Form shall take precedence over the Exhibits contained in the Agreement. The Main Agreement shall remain unaffected.

9.2 Amendment Form

CUSTOMER NAME

AMENDMENT #   TO AGREEMENT NUMBER

THIS Amendment, entered into this _____ day of _____, __, by and between the CUSTOMER NAME (herein called the "Customer") and JusticeTrax, Inc.").

WHEREAS, the Customer and JusticeTrax have entered into that certain Agreement identified above (the "Agreement"); and

WHEREAS, JusticeTrax and the Customer have agreed that a change to the here-mentioned Agreement is necessary;

NOW, THEREFORE, the parties hereto agree to amend said Agreement as follows:

[Inset amendment language here].

All other terms and conditions of said Agreement are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.

FOR JUSTICETRAX:

Signed _____ Title _____ Date _____

FOR THE CUSTOMER:

Signed _____ Title _____ Date _____

Exhibit E: System Performance and Availability Standards

1   Overview

This Exhibit sets forth the performance and availability standards to which the JusticeTrax software applications are expected to perform, providing that the Customer meets JusticeTrax' recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Application Software according to its intended design.

Server hardware/software requirements, minimum workstation configurations, and network requirements are defined in Customer Supplied Hardware and Third-Party Software (Exhibit G). Specifications and requirements are subject to change to support future Product Upgrades.

The measured times exclude any factors that may be caused by factors outside of JusticeTrax' control, such as, but not limited to, the network.

2   Transaction Response Times

JusticeTrax Application Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed.

Important Note: Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching/downloading files, generating reports, printing, or performing queries or searches. For such types of data-dependent transactions, including large administrative tasks and large evidence transfers, the response time results may vary depending on the amount of data involved, the sizes of the files involved, the complexity of reports, or the types of search criteria entered.

The approach taken will be to measure the performance of transactions from an end user while the System is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no backups, ad-hoc queries against the database, or reports will be processed. The response times will be measured from workstations that meet the recommended workstation requirements as defined in this Exhibit.

The expected transaction times for JusticeTrax Software Applications is three (3) seconds or less.

3   Availability Standards

During the Production Period of the SaaS Services, the Application Software shall be available in the production environment 98% of the time. The following specifications define both availability and the method by which it is calculated:

Availability is expressed as a percentage of the maximum expected availability over a given period. The Application Software shall be available seven days per week, 24 hours per day. The percentage availability for any period will be calculated as follows:

(Total Hours in Period – Hours System Unavailable) x 100 / Total Hours in Period

"Unavailability" is where the JusticeTrax Software Applications are completely and generally unavailable for the Customer's use (but not the use of any one Authorized User, or subset/group of users; or access from any one workstation, or group of workstations), and does not include any unavailability attributable to:

a.   Scheduled downtime for maintenance;

b.   Scheduled downtime for System Upgrades or Updates;

c.   scheduled downtime for operating system patch updates;

d.   downtime for upgrades or updates to system software components and tools integrated as part of the Solution;

e.   downtime for upgrades or updates to cloud-based Third-Party Software Components and services integrated as part of the SaaS Services;

f.   downtime related to connectivity issues resulting from Customer or third-party-provided or managed Direct Connect or VPN access to hosted server or Customer internal network problems; Customer will be responsible for immediately notifying JusticeTrax of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;

g.   an incident resulting from data or infrastructure or network provided and/or performed by the Customer;

h.   acts or omissions of Customer or any Customer user, Authorized User, or any employee, agent or independent contractor of the Customer;

i.   lack of availability or untimely response from the Customer that require the Customer's participation for resolution;

j.   the Customer's negligence or breach of the Customer's material obligations under the Agreement;

k.   any other cause(s) beyond JusticeTrax' reasonable control, including but not limited to those caused by Third-Party Data, Third-Party Applications, Third-Party Provider, or Third-Party software, service outages by the platform provider, e.g., Microsoft Government Azure, as well as overall internet congestion, denial of service attack, or a force majeure.

4   Data Backup and Disaster Recovery

During the Production Period of the SaaS Services, JusticeTrax shall provide backup of Customer data using the tools inherent to the platform, e.g., Microsoft Government Azure. Platform tools shall also be used to establish and maintain disaster recovery processes.

Exhibit F: Minimum Client and Peripheral Specifications

System Requirements

Below are the system requirements for JusticeTrax Software Applications, separated by systems hosted in *JusticeTrax Cloud* and those installed on premises.

1   JUSTICETRAX CLOUD

Supported Platforms

Desktop OS	Windows 10 or 11

Prerequisites

Desktops	.NET 4.7.2 or Higher
	Adobe Reader 10 or Higher
	JTTray

Compatible Browsers

	Microsoft Edge (Recommended)
	Google Chrome[i]
	Firefox 51.x or Higher[ii]

Special Considerations

Requirements	All guidelines are the minimum recommendations for suitable performance.
OS	LIMS v3.7.x and v3.8.x do not support file paths that exceed 200 characters.
Barcode Printers	JusticeTrax supports Eltron/Zebra printers currently supported by the manufacturer.

2 ON-PREMISES

	25 Users			50 Users			100 Users		
	Processors	RAM	Disk Space	Processors	RAM	Disk Space	Processors	RAM	Disk Space
Web Server	4	8 GB	100 GB	4	8 GB	200 GB	8	8 GB	300 GB
Database Server	4	16 GB	100 GB	4	16 GB	200 GB	8	16 GB	300 GB

Supported Platforms

Server OS	Windows Server Standard Edition or Higher (minimum 2012 R2 or newer)
Database	Microsoft SQL Server (minimum 2016 or newer)
Web Services	IIS 8.5 or Higher
Desktop OS	Windows 10 or 11

Prerequisites

Desktops	.NET 4.7.2 or Higher Adobe Reader 10 or Higher JTTray
Servers	.NET 4.7.2 or Higher .NET Core (if installing Portal) JTHub
Active Directory	Implementations where the web, file and SQL services are housed on separate physical or virtual servers will require the configuration of a managed service account, service principle names (SPN) and delegation.
Domain Functional Level	2008 R2 or Higher

Compatible Browsers

MICROSOFT EDGE (RECOMMENDED)

Google Chrome[i]

Firefox 51.x or Higher[ii]

Special Considerations

Requirements	All guidelines are the minimum recommendations for suitable performance.
	We recommend allocating additional processing, memory and storage capacity if a large number of concurrent users is expected (greater than 50) or if the lab will be storing a large number of images and attachments.
	Concurrent corresponds to the number of active users who are making simultaneous requests to the application. A system may have 200 total users, but only 30 to 50 are concurrently active at any given moment.
	Please contact Sales for information regarding large-scale deployments.
Servers	We recommend dedicated servers for JusticeTrax applications.
	Only one instance of the JTHub is needed in most environments.
OS	LIMS v3.7.x does not support file paths that exceed 200 characters.
Database	SQL's memory usage should be limited to allow the OS at least 4GB of RAM.
	Initial installs require Microsoft SQL Server 2016; upgrades to existing systems can continue on the existing database version.
Virtualization	Our applications will run in virtualized environments.
	Services may be housed on one or more virtual machines.
	Implementation and support of virtualization is not provided by JusticeTrax.
Failover	Our applications are compatible with Windows failover clustering.
	Our applications are compatible with SQL Active/Passive clustering.
	Implementation and support of fault tolerance is not provided by JusticeTrax.
Clustering	Multiple web server deployments are not required for most scenarios.
	Dates and times reflect the time zone of the web server. Labs that span multiple time zones might consider deploying a web server in each zone to accurately reflect the time of each zone.
	Implementation and support of clustering is not provided by JusticeTrax.

Backups	JusticeTrax does not assume any responsibility for backups.
	A backup solution will need to be implemented by local support staff.
Barcode Printers	JusticeTrax supports Eltron/Zebra printers currently supported by the manufacturer.

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[i] Google Chrome is compatible with v3.8 products but has not been fully tested
[ii] Firefox is compatible with v3.8 products but has not been fully tested.