

JUSTICETRAX CUSTOMER CARE SLA

DOC # 2678 | CUSTOMER CARE MANAGER

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.

In the past, while aware of the limited IT support that many Customers face, JusticeTrax has always strived to provide assistance for all Customer reported issues whether the issue was related to a JusticeTrax product or not. A number of services have been provided by JusticeTrax Customer Care and Development that go well beyond the scope of our Standard Maintenance Agreements (SMA). These services should have incurred additional charges to customers.

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.

This SLA remains valid unless superseded by a customer contract or agreement mutually endorsed by both JusticeTrax and the customer.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 a the Standard Maintenance Agreement (SMA). Appendix A of this SLA is the text of our SMA. Portions of this agreement, executed between JusticeTrax and all of our Customers, are mentioned in this document and the agreement is provided in its entirety here for your reference.

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.

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Product Implementation Support

Certain contracted support and maintenance is provided prior to the SMA taking effect. These services are typically provided during product implementation.

Server Configuration and Installation

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 contracted Administrative and End User 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.

Crystal Reports and SSRS Reports

Crystal Report Templates will be provided as contracted. Once a Crystal Report Template has been designed per customer specifications, provided to the customer and successfully tested, the report will be considered "delivered." Any requests for changes, modifications or re-design of a "delivered" report due to a customer modification of the functionality of the JusticeTrax product (database, workflow, etc.) to populate the report, will be performed upon the issue and agreed quote for additional report development time.

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Customer Standard Support for LIVE Product

After a Product is deemed LIVE 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:

ZenDesk

Requests for assistance or inquiries are made to the JusticeTrax Customer Service department through the ZenDesk Help Center Portal. Per the JusticeTrax SMA, for consistency and responsibility, only authorized system administrators or back-ups 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 be made by telephone at 800-288-5467 opt. 4. Customers can call during regular business hours of 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 holiday falls on a weekend).

A request or requirement for assistance by JusticeTrax Support outside of these published maintenance 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.

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:

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- 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.
- Correction of ANY report whose lost functionality is NOT due to customer changes to application, database or environment.
- Assistance with ANY report modification or assistance that that can be resolved via a remote session that includes the Customer access to their licensed Crystal Reports or SSRS software.
- Assistance with Customer created reports that is due to Customer changes to application, database or environment may be provide but at a lower priority.

Server or Database

Customers are ultimately responsible for the maintenance and upkeep of their server hardware, databases and backups. JusticeTrax can and will provide assistance and support for certain aspects of server hardware, and to a greater degree, the JusticeTrax product databases. Any requested JusticeTrax assistance will require the involvement of Customer IT staff or equivalent.

JusticeTrax Support can provide assistance under the SMA with the following issues:

- Remote assistance with the upgrade of server software or operating systems due to a change in JusticeTrax product recommendations or requirements.
- The movement of application or database instances to a new server due to a change in JusticeTrax product recommendations or requirements.
- The maintenance of JusticeTrax delivered custom stored procedures or triggers.

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 services that meet conditions that are stated above. In the past, a number of services have been provided by JusticeTrax Customer Care that goes well beyond the scope of the SMA. These services should have incurred additional charges to customers.

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.

Crystal or SSRS Reporting

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- Any report modification that requires that JusticeTrax to RECEIVE the template and/or copy of database from the customer in order to make the modification. This does not include instances where remote assistance can be provided using tools such as GoTo Meeting.
- Any report NOT originally delivered by JusticeTrax where the report was originally designed, created and configured by the customer.
- Any report that was functional and is now not functioning correctly due to customer changes to application, database or environment.
- Any report that requires the development of custom tools such as stored procedures, triggers, user defined formulas, Word macros or Visual Basic code modifications.

Server or Database Maintenance

- 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 your 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 change in customer IT environment(s) or requirements.
- The development of custom 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.

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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.

Submission Process

Issues are submitted or reported to JusticeTrax using the Zendesk Help Center Portal, 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 email through 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 Customer Care.

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.

Resolved- Upon customer approval or agreement, the issue has been resolved and closed. A resolution notice and message is sent to the customer when tickets have been set to Resolved.

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 suitable.

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 Customer Care strives to move all issues to a Resolved status as quickly as possible.

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Customers may request an escalation by contacting JusticeTrax Customer Care.

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

All issues/tickets will move through different levels of response when necessary. Levels are defined as:

Level 1: The new issue is received by JusticeTrax and Customer Care Staff attempts to resolve the issue to the satisfaction of the customer. In Zendesk, this would be an issue OPEN and assigned to a Customer Care specialist. 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 Customer Care staff member with issue specific knowledge for research and/or resolution. In Zendesk, this would be an issue OPEN and assigned to the new Customer Care 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. JusticeTrax Customer Care 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

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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.

Tickets that remain "Solved" after 30 days will automatically be marked "Closed" in the Zendesk application. As the initial receiver of all tickets and issues, our Customer Care staff will be responsible for updating customers on the status of their issue

In some instances, our Customer Care representatives 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 every 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". The issue will be reopened upon request from the contact prior to the 45-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 on that issue by replying to the e-mail.

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

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Appendix A Standard JusticeTrax, Inc. Software Maintenance Agreement

This Agreement, effective _____ is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the _____, having a place of business at _____ (hereinafter "Customer")

WHEREAS, JUSTICETRAX is willing to provide, and Customer is willing to acquire maintenance service for the Licensed Software identified in Appendix A, subject to the terms and conditions hereof.

NOW THEREFORE, the parties hereto agree as follows:

A. Definitions

1. The term "Licensed Software" means the Version of JusticeTrax®LIMS-plus™ (object code only) identified in Appendix A and licensed under the associated Software License Agreement between the parties, including any updates thereto made available to Licensee under this Agreement, any and all additions, enhancements, and modifications thereto that JusticeTrax does not market or price separately as an addition, enhancement, modification or upgrade to the Licensed Software, and any and all custom software developed for use in connection with any of the foregoing pursuant to such Software License Agreement.
2. The term "Licensed Documentation" means the Version of JusticeTrax®LIMS-plus™ documentation identified in Appendix A and licensed under the associated Software License Agreement between the parties, including any updates thereto made available to Licensee under this Agreement, and any copy or duplicate of any such documentation.
3. The term "Licensed Machine(s)" means the servers listed in Appendix A, by serial number and site, on which Licensee has the right to use the Licensed Software, and the number of named users set forth in Appendix A, as updated from time to time pursuant to the associated Software License Agreement between the parties.
4. The term "Version" means a periodic release of the Licensed Software that JUSTICETRAX designates as a Version. JUSTICETRAX may designate some Versions as critical to the continuing operation of the Licensed Software. Any such critical Versions must be installed on the Licensed Machine(s) prior to the annual renewal date of this Agreement, or JUSTICETRAX may then terminate this Agreement.
5. The term "Major Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that the operation of the Licensed Software is significantly impaired.
6. The term "Minor Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that operation of the Licensed Software is not significantly impaired and/or the Minor Defect can be worked around by an JUSTICETRAX approved modification until a correction is obtained.
7. The term "Telephone Support" means Engineering consultation, reasonable in duration and frequency, regarding problem identification, diagnosis, correction and usage concerns encountered with the Licensed Software on the Licensed Machine(s). Telephone Support is available during JUSTICETRAX' normal business hours (8:00 a.m. - 5:00 p.m. Mountain Standard Time) Monday through Friday, except for JUSTICETRAX' Holidays, at 1-800-288-LIMS or such other telephone number as JUSTICETRAX may designate in writing to Customer.

B. Maintenance Services

1. As long as this Agreement is in force, JUSTICETRAX will provide maintenance services under this Agreement for the most recent Version of the Licensed Software and the prior Version; provided, however, that maintenance services for the prior Version will terminate one (1) year after the most recent Version is made available to Customer. Customers will install corrections and Versions in such electronic form as JUSTICETRAX may provide. Site visits requested by Customer for the purpose of installing corrections or Versions, will result in charges for reimbursement of JUSTICETRAX' then current service, travel and per diem costs.
2. JUSTICETRAX will provide corrections to Major Defects within a reasonable time after they have been reported to, and confirmed by JUSTICETRAX.
3. Corrections for Minor Defects which have been reported to, and confirmed by JUSTICETRAX, may be included in such subsequent Version as JUSTICETRAX deems appropriate.

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4. JUSTICETRAX shall provide Telephone Support during the term of this Agreement. All claims of Major and Minor Defects must be registered as trouble calls to the Support telephone number referenced herein. Unresolved troubles will be escalated to JUSTICETRAX' development engineers for resolution.
5. In order to perform diagnostic testing and fault isolation with minimal system interruption, JUSTICETRAX reserves the right to set minimum configuration requirements for the Licensed Machine(s) and Licensed Software and any necessary third party software.
6. For certain software problems JUSTICETRAX may require that Customer furnish to JUSTICETRAX a test case, client device configuration and sufficient documentation to allow recreation of the problem, including duplication of the problem on another client device.
7. Subject to Customer's reasonable security and safety rules, JUSTICETRAX shall have reasonable access to, and use of, the Licensed Software and Licensed Machine(s) to provide the maintenance service required by this Agreement.
8. Customer shall provide JUSTICETRAX with the name, address and telephone number of a designated system administrator and alternate for each Customer site covered by this Agreement. Customer shall also provide JUSTICETRAX with all information, documentation, technical assistance and access to the Licensed Machine(s) as JUSTICETRAX may require to perform pursuant to this Agreement. The system administrator and alternate shall have a working knowledge of the Licensed Machine(s), Licensed Software, and the Customer's operating environment. Only the system administrator and alternate are authorized to contact JUSTICETRAX for maintenance service. Customer shall immediately notify JUSTICETRAX of any changes with respect to the name, address or telephone number of the system administrator and alternate.
9. JUSTICETRAX' obligations are contingent upon inspection of products and Customer's compliance with this Agreement and the Software License Agreement. JUSTICETRAX reserves the right to reject for maintenance service any product which has not been on continuous maintenance service, or has been repaired by Customer or a third party without the prior written consent of JUSTICETRAX. If JUSTICETRAX rejects a product for maintenance service, Customer shall be responsible for all charges to restore that product to a condition acceptable to JUSTICETRAX prior to commencement of maintenance service under this Agreement.

C. JUSTICETRAX' Proprietary Rights

1. As also set forth in the Software License Agreement, Licensee acknowledges that the Licensed Software and Licensed Documentation have been, and will continue to be, developed by JUSTICETRAX at great expense to it, and that such are proprietary to and the confidential property of JUSTICETRAX. Licensee agrees that it has no ownership rights to the Licensed Software and Licensed Documentation, and that the only rights it has regarding such products are the limited rights of use granted under the Software License Agreement.
2. JUSTICETRAX shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon (collectively referred to herein as "Fixes"). Such Fixes shall become Licensed Software under the Software License Agreement and Customer shall have a nonexclusive license to use the Fixes pursuant to the terms of the Software License Agreement. Customer shall treat all Fixes supplied hereunder in the same confidential manner as required for all Licensed Software pursuant to the Licensed Software Agreement.

D. Excluded Services

MAINTENANCE SERVICE DOES NOT INCLUDE (A) SERVICES CONNECTED WITH RELOCATION OR SYSTEM RECONFIGURATION (B) SERVICE RESULTING FROM (I) NEGLIGENCE, MISUSE OR ACCIDENTAL DAMAGE OF THE PRODUCTS; (II) MODIFICATIONS OR REPAIRS PERFORMED BY OTHER THAN A PARTY AUTHORIZED BY JUSTICETRAX; (III) CORRECTION OF DEFECTS ARISING FROM THE FAILURE OF CUSTOMER TO PROVIDE AND MAINTAIN A SUITABLE INSTALLATION ENVIRONMENT INCLUDING BUT NOT LIMITED TO PROPER ELECTRICAL POWER, AIR CONDITIONING OR HUMIDITY CONTROL; (IV) THE SUPPORT OF LICENSED SOFTWARE USED FOR OTHER THAN THE PURPOSES FOR WHICH IT WAS DESIGNED; (C) THE SUPPORT OF SOFTWARE DEVELOPED BY CUSTOMER OR OBTAINED FROM THIRD PARTIES; OR (D) THE SUPPORT OF PRODUCTS NOT PROVIDED BY JUSTICETRAX. IF THE LICENSED SOFTWARE IS USED BY CUSTOMER TO DEVELOP OTHER SOFTWARE, ONLY THE LICENSED SOFTWARE WILL BE MAINTAINED BY JUSTICETRAX.

E. Term and Termination

1. This Agreement shall commence on the effective date and have a term of one (1) year, unless terminated sooner as set forth herein. Customer may extend the term by remitting the then current maintenance fees (or if different fees are set forth in a renewal letter from JUSTICETRAX, such different fees) to JUSTICETRAX prior to the expiration of the then current term. The extended term shall be in one (1) year increments, unless terminated sooner as set forth herein. Either party may elect not to extend this Agreement for any subsequent year by providing written notice of such intention to the other party prior to the expiration of the then current term. Maintenance coverage will be automatically canceled by

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JUSTICETRAX upon (i) termination of the Software License Agreement, (ii) Customer's failure to remit the renewal maintenance fees to JUSTICETRAX prior to expiration of the then current term, or (iii) failure to install a critical Version prior to the expiration of the then current term.

2. This Agreement may be terminated by either party if the other party is in default of any material provision of this Agreement or the Software License Agreement, provided written notice of such alleged default has been given to the other party and such other party has not cured such default within thirty (30) days after receipt of such notice.

F. Relocation of Product

Customer shall, prior to relocation of any product or change of Licensed Machine(s), provide JUSTICETRAX with advance written notice of such proposed relocation or change. If JUSTICETRAX approves Customer's proposed relocation or change, JUSTICETRAX will perform the services provided for in this Agreement for such relocation or change. JUSTICETRAX shall perform the deinstallation and reinstallation at its then current charges or may consent in writing to the deinstallation and reinstallation by Customer or a third party.

G. Fees

1. Customer shall pay the annual maintenance fees quoted and invoiced by JUSTICETRAX. The initial annual maintenance fees shall be eighteen percent (18%) of the list license fees. Such initial maintenance fees shall be due and payable upon the earlier date of thirty (30) days after software installation or ninety (90) days after the execution of the Software License Agreement. JUSTICETRAX will not adjust maintenance fees during the first year of this Agreement, but reserves the right to do so thereafter. Customer agrees to keep all proper records regarding the activities contemplated in this Agreement. JUSTICETRAX shall have the right to audit such records and Customer's sites as necessary to verify the accuracy of the maintenance fees. Any such audit shall be conducted during Customer's regular business hours at Customer's offices and in such manner as to not interfere with Customer's normal business activities. Customer agrees to fully cooperate with any such audit and, if the audit uncovers underpayments to JUSTICETRAX, to be responsible for the cost of such audit.

2. If JUSTICETRAX performs maintenance service at Customer's request beyond the scope of the maintenance services specified herein, those services shall be in response to a request therefor by Customer in a written order and will be billed to Customer at JUSTICETRAX' then current charges for the services and materials provided, and travel and per diem costs. JUSTICETRAX shall not otherwise be obligated to perform additional services or provide any software not designated as a Version or a correction for a Major Defect.

3. Maintenance fees shall be payable in United States dollars on an annual basis within thirty (30) days after the date of the invoice therefor; provided, however, that fees for extending terms shall be payable prior to the expiration of the then current term as set forth herein.

4. Customer is responsible for any sales, use, excise, property or other federal, state, local or foreign taxes, duties, tariffs or other assessments (other than any tax based solely on the net income of JUSTICETRAX) and related interest and penalties that JUSTICETRAX is at any time obligated to pay or collect in connection with or arising out of the transactions contemplated by this Agreement. Customer agrees to indemnify and hold harmless JUSTICETRAX from any and all such taxes, duties, tariffs or other assessments. If JUSTICETRAX pays any such amounts which Customer is obligated to pay under this Section, Customer shall, upon the request of JUSTICETRAX, reimburse JUSTICETRAX in an amount equal to the amount so paid by JUSTICETRAX and any penalties, interest, costs and expenses paid or incurred by JUSTICETRAX in connection therewith.

H. Delay

JUSTICETRAX shall not be responsible for failure to render service hereunder or for delay in rendering such service where the failure or delay results from causes beyond its reasonable control.

I. Disclaimer of Warranty

IN CONNECTION WITH SERVICES RENDERED AND SOFTWARE SUPPLIED UNDER THIS AGREEMENT, JUSTICETRAX MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **J.**

Limitation of Liability

JUSTICETRAX' LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED, AT JUSTICETRAX' OPTION, TO THE SUPPORT, REPAIR OR REPLACEMENT OF THE SOFTWARE COVERED BY THIS AGREEMENT OR TO AN AMOUNT NOT TO EXCEED THE CURRENT ANNUAL CHARGES PAID UNDER THIS AGREEMENT FOR THE SOFTWARE IN QUESTION. IN NO EVENT SHALL JUSTICETRAX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

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K. Miscellaneous

1. This document contains the entire Agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, between the parties and prevails over any additional conflicting or inconsistent terms and conditions appearing on any ordering document submitted by Customer. This Agreement may not be modified except by written document signed by an authorized representative of each party.
2. This Agreement and all transactions under it shall be governed by the laws of the State of Arizona without regard to its choice of law rules.
3. This Agreement may not be assigned by Customer without the prior written consent of JUSTICETRAX.
4. All notices required or authorized under this Agreement shall be given in writing and shall be effective upon delivery, if delivered in person or mailed or delivered to the other party's address as listed herein or to such other address as that party may provide by advance written notice to the delivering party.
5. No term of this Agreement shall be considered waived, and no breach excused, by either party unless made in writing. No consent, waiver or excuse by either party, whether express or implied, shall constitute a subsequent consent, waiver or excuse.
6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.