

TracNet Corporation

Software Maintenance Service Plan

This agreement specifies the services and software upgrades included in the TracNet subscription service for the "For The Office" and "Jail Management System" software in object code (machine readable form). TracNet Corporation ("TracNet") agrees to provide such services to Licensee in consideration of payment of the annual fee set forth below. The annual fee is payable in an annual lump sum upon execution of this agreement. Services not explicitly included in this agreement, including system training, may be available at additional cost to Licensee on TracNet's standard terms.

1. MAINTENANCE OBLIGATION

TracNet's obligation is to provide the services described below as necessary to cause the Licensed Software system to perform in accordance with the designed functions in effect at the time of delivery to Licensee of Licensed Software and includes providing Licensee with such improvements or changes to the Licensed Software system as TracNet determines to be suitable for Licensed Software.

2. SERVICES

2.1. Telephone Support

All service provided hereunder shall be via telephone. Emergency support is available by telephone 24 hours per day, seven days per week. "Emergency Service" is intended to mean only circumstances under which entry or inquiry of Information cannot be handled through the computer system running Licensed Software. Non-emergency support and support via modem will be provided from 8:00 AM to 5:00 PM California local time on normal TracNet business days.

2.2. Designated Contacts

Customer service support services shall be restricted to three Licensee representatives who have successfully completed the Licensed Software training and have been so recognized by TracNet Customer Service Department.

2.3. General Service

Telephone support in responding to requests for guidance in the proper use of the features and functions which are then standard and support via modem as applicable to existing circumstances. The restoration of the Licensed Software by means of removable media and or by modem connection is also included.

TracNet shall not be held responsible for damaged or lost data as a result of hardware or software dysfunction or the loss of any data in the attempt to recover data or restore programs. At Licensee's request, TracNet will use reasonable efforts to recover data damaged by hardware or software dysfunction, however, TracNet makes no guarantee or representation as to such recovery. Licensee is advised to minimize exposure to lost data by following accepted system copy practices recommended in the training program.

2.4. Software Errors

Licensee understands that there can be no guarantee that a software program will function without error. If Licensed Software should be found not to function in accordance with its designed functions, TracNet will use its reasonable effort to provide a correction and will include any such correction in the next revision

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of Licensed Software offered. In some cases, the solution to an identified program flaw may require the user of the system to work around the flaw by modifying procedures so as not to cause undesirable system responses. Revisions to procedures offered in instructional literature may also be made in order to avoid undesirable system responses.

2.5. Upgrades

This service entitles the Licensee, at no additional charge, to Licensed Software upgrades if TracNet makes any upgrade function licensed to Licensee by TracNet. It does not include the addition of functions or components not originally or subsequently licensed. Documentation for instruction in the use and application of the upgrade, if available, is also included. Instructional aid in the application and use of upgrades by telephone is available to Licensee Contact(s) named below.

2.6. Charges for Media

TracNet reserves the right to charge a reasonable amount for removable media delivered hereunder whenever an exchange of media is not feasible.

2.7. Hardware Service Not Covered; Certain Required Hardware

This subscription service agreement is for TracNet software only. It does not include hardware service, operating system software or other third party software support, all of which Licensee should obtain from a vendor qualified to support the computer(s) operating the Licensed Software program.

3. LICENSEE OBLIGATIONS

3.1. Licensee will designate contact(s) to coordinate all of Licensee's service requirements and will identify such person(s) below or promptly notify TracNet of the identity and telephone number of such person(s).

3.2. Licensee will provide VPN communication to the agency's network in order to allow TracNet to make remote service available

4. INDEMNIFICATION

LICENSEE shall defend, indemnify and hold TracNet Corporation and its officers, agents and employees harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the services provided under this agreement, regardless of the existence or degree of fault or negligence on the part of TracNet, officers, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TracNet Corporation, its officers and employees. This indemnification will survive the termination of this agreement.

TracNet shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and

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losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with TracNet's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "TracNet's performance" includes TracNet's action or inaction and the action or inaction of TracNet officers, employees, agents and subcontractors.

In no event will LICENSOR be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the this Maintenance Service Plan. In no case shall LICENSOR's liability under this agreement exceed the cost of 6 months payments of the Maintenance Service Plan.

5. TERM

This Maintenance Service Plan shall commence the day following the expiration of the 30 day warranty period as defined in Section 7 of the Software License Agreement, and have a term of one year from the Commencement Date. The agreement may be renewed on or before the 30th day prior to the end of the term by payment (subject to acceptance by TracNet) of TracNet's then current Annual Fee. Either TracNet or Licensee may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If TracNet terminates this Agreement, it shall remit to Licensee the remaining balance, if any, of the Annual Fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

6. LIMITATION ON TRACNET OBLIGATIONS

Any modification of Licensed Software or any failure of Licensee to implement any improvement upgrade, revision or other changes to Licensed Software supplied by TracNet shall void the obligation of TracNet under this Agreement unless Licensee has obtained prior written authorization from TracNet permitting such modification or failure to implement. The maintenance service provided for in the Agreement does not extend to assistance required because of failure of Licensee to maintain the hardware system in proper order or from natural disasters, unusual shock or electrical damage. In no event shall TracNet be liable for any incidental or consequential damages. EXCEPT AS STATED HEREIN THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RESPECTING THIS AGREEMENT. Nothing contained in this Agreement gives the Licensee any rights with respect to new or different computer programs published or marketed by TracNet.

7. MISCELLANEOUS

- 7.1. Any Notices provided for under this Agreement shall be given by hand delivery or first-class mail, registered or certified to the addresses set forth below.
- 7.2. This Agreement supersedes all prior agreements, negotiations, communications, and understanding of whatever types, whether written or oral, and constitutes the entire agreements between parties on the subject of this Agreement. This Agreement may be altered or amended only in writing signed by both parties.
- 7.3. This Agreement may not be assigned in whole or in part without the consent of both parties, except in the events of a merger, acquisition, sale of substantially all assets or similar transaction.

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7.4. This Agreement shall be governed and construed in accordance with the laws of the State of California as that law is construed and applied between residents of that State.

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Annual Fee: \$ 120,000.00

Commencement Date: _____

Licensee Contact(s): _____

ACCEPTED BY THE LICENSEE

Agency Name: _____

Address: _____

City/State: _____

Signature: _____

Name (Type or Print) _____

Title: _____

Date: _____

ACCEPTED BY TRACNET, INC.

TracNet Corporation

1277 Adobe Lane

Pacific Grove, California 93950

Signature: _____

Name (Type or Print) _____

Title: _____

Date: _____