GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov

Multiple Award Schedule
FSC Group: Information Technology    FSC Class: IT Software

Contract number 47QTCA19D00JQ

For more information on ordering from the Federal Supply Schedules go to the GSA Schedules page at GSA.gov

Contract period. 09/09/2019 – 09/08/2024

JusticeTrax Inc.
1 West Main St
Mesa, AZ 85201
Toll free: 1 800-288-5467
Contract Administrator: David Epstein
Direct Phone: 480-222-8919
Fax: 480-222-8999
www.justicetrax.com
sales@justicetrax.com

Business Size: Small

Price List current as of Modification PS-0026 effective 6/8/2022

Prices Shown Herein are Net (discount deducted)
Customer Information

1a. Awarded Special Item Numbers (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Unit Price-

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product</th>
<th>Users</th>
<th>GSA price Incl. IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Consumables Inventory Management System (CIMS) per 81+ licenses</td>
<td>81+ users</td>
<td>$294.99 per license</td>
</tr>
<tr>
<td>54151</td>
<td>Consumables Inventory Management System (CIMS) Annual Maintenance</td>
<td>81+ users</td>
<td>$53.10 per license</td>
</tr>
<tr>
<td></td>
<td>per 81+ licenses</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Details on pages 4 – 5

1c. Hourly Rates – N/A

2. Maximum order -

<table>
<thead>
<tr>
<th>SIN</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. Minimum order - $100.00

4. Geographic coverage (delivery area) – CONUS, DC, AK, HI, PR

5. Point(s) of production (city, county, and State or foreign country) – Same as company address

6. All prices listed herein are net GSA discounted rates, inclusive of IFF

7. Quantity discounts – See pages 4 - Error! Bookmark not defined. pricing per user count

8. Prompt payment terms – Net 30 days

  *Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions

9. Foreign items (list items by country of origin) - None

10a. Time of delivery – Specified on Task Order

10b. Expedited Delivery – Contact contractor

10c. Overnight and 2-day delivery – Contact contractor
10d. Urgent Requirements - Agencies are advised to contact the contractor for Urgent delivery requirements.

11. F.O.B. point(s) - Destination

12a. Ordering address(es) – Same as company address

12b. Ordering procedures - For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es) – Same as company address

14. Warranty provision – Contractor’s standard commercial warranty

15. Export packing charges, if applicable – N/A

16. Terms and conditions of rental, maintenance, and repair (if applicable) – See Page 6 – Terms and Conditions Applicable to Perpetual Software Licenses and Maintenance of General-Purpose Commercial Information Technology Software.

17. Terms and conditions of installation (if applicable) – N/A

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable) – N/A

18b. Terms and conditions for any other services (if applicable) – N/A

19. List of service and distribution points (if applicable) – N/A

20. List of participating dealers (if applicable) – N/A

21. Preventive maintenance (if applicable) – N/A

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) – N/A

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: https://www.section508.gov/

23. Unique Entity Identifier (UEI) number - XTZQPHGC2ZK4

24. Registration in System for Award management (SAM) database. Contractor is registered and active
## PRICING INFORMATION

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Description</th>
<th>Mfg Part No.</th>
<th>GSA Price Incl. IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Laboratory Information Management System (LIMS) 1 to 20 licenses.</td>
<td>LIMS-plus1-20</td>
<td>$ 4,424.85</td>
</tr>
<tr>
<td>511210</td>
<td>Laboratory Information Management System (LIMS) 21 to 40 licenses.</td>
<td>LIMS-plus21-40</td>
<td>$ 3,933.20</td>
</tr>
<tr>
<td>511210</td>
<td>Laboratory Information Management System (LIMS) 41 to 80 licenses.</td>
<td>LIMS-plus41-80</td>
<td>$ 3,441.55</td>
</tr>
<tr>
<td>511210</td>
<td>Laboratory Information Management System (LIMS) 81+ licenses.</td>
<td>LIMS-plus81+</td>
<td>$ 2,949.90</td>
</tr>
<tr>
<td>511210</td>
<td>Laboratory Information Management System (LIMS) Site License Up to 500 users</td>
<td>LIMS-plus500</td>
<td>$ 737,474.81</td>
</tr>
<tr>
<td>511210</td>
<td>Consumables Inventory Management System (CIMS) per 5-20 licenses</td>
<td>CIM5-20</td>
<td>$ 442.49</td>
</tr>
<tr>
<td>511210</td>
<td>Consumables Inventory Management System (CIMS) per 21-40 licenses (license numbers must equal number of LIMS-plus licenses)</td>
<td>CIM21-40</td>
<td>$ 393.32</td>
</tr>
<tr>
<td>511210</td>
<td>Consumables Inventory Management System (CIMS) per 41-80 licenses</td>
<td>CIM41-80</td>
<td>$ 344.15</td>
</tr>
<tr>
<td>511210</td>
<td>Consumables Inventory Management System (CIMS) per 81+ licenses</td>
<td>CIM81+</td>
<td>$ 294.99</td>
</tr>
<tr>
<td>511210</td>
<td>CIM Site Licensing up to 500 licenses</td>
<td>CIM500</td>
<td>$ 73,747.49</td>
</tr>
<tr>
<td>511210</td>
<td>LIMS-plus DNA per 3-10 licenses</td>
<td>LIMS-plusDNA-3-10</td>
<td>$ 3,441.55</td>
</tr>
<tr>
<td>511210</td>
<td>LIMS-plus DNA per 11-20 licenses</td>
<td>LIMS-plusDNA-11-20</td>
<td>$ 3,146.56</td>
</tr>
<tr>
<td>511210</td>
<td>LIMS-plus DNA per 20+ licenses</td>
<td>LIMS-plusDNA-20+</td>
<td>$ 2,851.57</td>
</tr>
<tr>
<td>511210</td>
<td>Virtual printer to file directly into LIMS-plus</td>
<td>Indexer</td>
<td>$ 196.66</td>
</tr>
</tbody>
</table>

The license agreement has been negotiated and approved by the Contract Officer and GSA legal in Fort Worth, TX.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Description</th>
<th>Mfg Part No.</th>
<th>GSA Price Incl. IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151</td>
<td>JusticeTrax LIMS-plus® Annual Software Maintenance per license from 1-20 licenses</td>
<td>LIMS-plusMaintenance1-20</td>
<td>$ 796.47</td>
</tr>
<tr>
<td>54151</td>
<td>JusticeTrax LIMS-plus® Annual Software Maintenance per license from 21-40 licenses</td>
<td>LIMS-plusMaintenance21-40</td>
<td>$ 707.98</td>
</tr>
<tr>
<td>54151</td>
<td>JusticeTrax LIMS-plus® Annual Software Maintenance per license from 41-80 licenses</td>
<td>LIMS-plusMaintenance41-80</td>
<td>$ 619.48</td>
</tr>
<tr>
<td>54151</td>
<td>JusticeTrax LIMS-plus® Annual Software Maintenance per license from 81+ licenses</td>
<td>LIMS-plusMaintenance81+</td>
<td>$ 530.98</td>
</tr>
<tr>
<td>54151</td>
<td>JusticeTrax LIMS-plus® Annual Software Maintenance per license up to 500 users</td>
<td>LIMS-plusMaintenance500</td>
<td>$ 132,745.47</td>
</tr>
<tr>
<td>54151</td>
<td>Consumables Inventory Management System (CIMS) Annual Maintenance per 5-20 licenses</td>
<td>CIMSMaintenance-5-20</td>
<td>$ 79.65</td>
</tr>
<tr>
<td>54151</td>
<td>Consumables Inventory Management System (CIMS) Annual Maintenance per 21-40 licenses (license numbers must equal number of LIMS-plus licenses)</td>
<td>CIMSMaintenance-21-40</td>
<td>$ 70.80</td>
</tr>
<tr>
<td>54151</td>
<td>Consumables Inventory Management System (CIMS) Annual Maintenance per 41-80 licenses</td>
<td>CIMSMaintenance-41-80</td>
<td>$ 61.94</td>
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<tr>
<td>54151</td>
<td>Consumables Inventory Management System (CIMS)</td>
<td>CIMSMaintenance-81+</td>
<td>$ 53.10</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Item</td>
<td>Price</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------</td>
<td>-----------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>54151</td>
<td>Annual Maintenance per 81+ licenses</td>
<td>CIMSMaintenance-500</td>
<td>$13,274.55</td>
</tr>
<tr>
<td>54151</td>
<td>CIMS Site Licensing Annual Maintenance up to 500 licenses</td>
<td>LIMS-plusDNA-Maintenance-3-10</td>
<td>$619.48</td>
</tr>
<tr>
<td>54151</td>
<td>LIMS-plus DNA Annual Maintenance per 3-10 licenses</td>
<td>LIMS-plusDNA-Maintenance-11-20</td>
<td>$566.38</td>
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<tr>
<td>54151</td>
<td>LIMS-plus DNA Annual Maintenance per 21+ licenses</td>
<td>LIMS-plusDNA-Maintenance-21+</td>
<td>$513.28</td>
</tr>
<tr>
<td>54151</td>
<td>Support and upgrades to Indexer</td>
<td>Indexer Maintenance</td>
<td>$35.40</td>
</tr>
</tbody>
</table>

The maintenance agreement has been negotiated and approved by the Contract Officer and GSA legal in Fort Worth, TX.
Terms And Conditions Applicable To Perpetual Software Licenses (Special Item Number 511210) And Maintenance (Special Item Number 54151) Of General Purpose Commercial Information Technology Software

1. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY
a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

3. TECHNICAL SERVICES
The Contractor, without additional charge to the Government, shall provide a hot line technical support number 1-800-288-5467 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 am to 5 pm Arizona-MST on standard business days, unless other provisions are contracted.

4. SOFTWARE MAINTENANCE
a. Software maintenance service shall include the following:

Software maintenance includes toll-free technical support and all patches, bug fixes, upgrades and full revisions of the software. Additionally, access is granted to all on-line support features.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
5. **MAINTENANCE (54151)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering office’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. **UTILIZATION LIMITATIONS - (511210 AND 54151)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:

1. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

2. Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency’s site. This would allow other agencies access to one agency’s database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor’s proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency’s permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

3. Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government’s permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

"Commercial Computer Software" may be marked with the Contractor’s standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersedes any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (511210)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

JusticeTrax Inc. does not offer discounted pricing for right-to-copy licenses.
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be Included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
  
  Customers make a best value selection.
JusticeTrax LIMS-plus® Software License Agreement for GSA

This Agreement, effective xxxxxxxxxxxxx XX, 20XX, is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the Ordering Activity (defined as an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time)) (hereinafter "Licensee").

A. Definitions

1. The term "Licensed Software" means the version of JusticeTrax® LIMS-plus® (object code only) identified in Appendix A and licensed hereunder, including any updates thereto made available to Licensee under an associated Maintenance Agreement, any and all additions, enhancements, and modifications thereto and any and all custom software developed for use in connection with any of the foregoing pursuant to this Agreement.

2. The term "Licensed Documentation" means the version of JusticeTrax® LIMS-plus® documentation identified in Appendix A and licensed hereunder, including any updates thereto made available to Licensee under an associated Maintenance Agreement, and any copy or duplicate of any such documentation.

3. The term "Licensed Machine" means the servers listed in Appendix A, by serial number and site, on which Licensee shall have the right to use the Licensed Software, and the number of user licenses set forth in Appendix A, as updated from time to time pursuant to Section E(1).

4. The term FAR means Federal Acquisition Regulation.

B. Licensed Software

Upon and subject to the terms and conditions of this Agreement, JUSTICETRAX hereby grants to Licensee a perpetual, nonexclusive, nontransferable license to use one copy of the Licensed Software on the number of servers set forth in Appendix A. Licensee may use the Licensed Software for internal purposes only and may not sublicense, or otherwise transfer it to others or permit others to access it or use it. Licensee further agrees that it will not reverse engineer, decompile or otherwise attempt to discern the source code for the Licensed Software. Licensee may not modify the Licensed Software. No other, further or different license rights are granted for the Licensed Software, except as expressly set forth in this Agreement.

C. Licensed Documentation

JUSTICETRAX hereby grants to Licensee a nonexclusive, nontransferable license to use the Licensed Documentation with the Licensed Software. No other, further or different license rights are granted for the Licensed Documentation, except as expressly set forth in this Agreement.

D. Copies

Licensee may make a reasonable number of copies of the Licensed Software for each Licensed Machine for back-up and archival purposes. The Licensed Documentation may be copied by Licensee for its sole use at the site(s) identified in Appendix A. Licensee agrees that the Licensed Software and Licensed Documentation, and all copies thereof shall remain the sole property of JUSTICETRAX. Licensee shall include on all copies of the Licensed Software and Licensed Documentation the proprietary legend and copyright notice that appears on the Licensed Software and Licensed Documentation, respectively.
E. Fees

1. Licensee agrees to pay to JUSTICETRAX the license fees and service charges (collectively, the "Fees") specified in the GSA schedule contract in consideration of the agreement of JUSTICETRAX to grant the license and provide the services specifically described herein. The license fee is a per named user fee and Licensee agrees to notify JUSTICETRAX immediately when there is an increase in the number of named users which have access to the Licensed Software so the proper Fees may be charged. JUSTICETRAX shall have the right to audit the number of named users that have access to the Licensed Software, unless there are security restrictions and Licensee agrees to cooperate fully with JUSTICETRAX in any such audit and, if any such audit reveals named users that should have been added to Appendix A, to pay the requisite undisputed Fees for such named users. JUSTICETRAX shall only conduct an audit upon reasonable notice to the client, consistent with all security measures of client, and at JUSTICETRAX's expense.

2. If the Customer request services beyond the scope of this agreement, a change order must be executed in writing by both parties and the schedule contract and FAR would govern the procedure.

3. For who pays all applicable Federal, state, and local taxes and duties is governed by the FAR.

4. Payment terms are governed by the schedule contract in accordance with the Prompt Payment Act.

5. Interests will be paid in accordance with the Prompt Payment Act at the rate set by the U.S. Treasury for any payments due JUSTICETRAX hereunder which are not paid when due.

F. Protection of JUSTICETRAX' Proprietary Rights

1. 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 hereunder.

2. Licensee agrees to keep the Licensed Software and Licensed Documentation confidential, and not disclose them or otherwise make them available in any form, in whole or in part, to any person other than those employees of Licensee who have a need to know such information, and are obligated to Licensee to keep it confidential.

3. Licensee shall notify JUSTICETRAX immediately of the possession or use of the Licensed Software or Licensed Documentation by any person or entity not authorized by this Agreement to have such possession, use or knowledge and shall assist JUSTICETRAX and cooperate as necessary to stop and prevent the recurrence of such possession, use or knowledge.

4. Licensee acknowledges that the performance of this Agreement may result in the development of new concepts, methods, techniques, know-how, processes and/or adaptations which become part of or in any manner whatsoever relate to the Licensed Software or Licensed Documentation shall be and remain the exclusive property of JUSTICETRAX and are hereby assigned by Licensee to JUSTICETRAX and Licensee shall assist JUSTICETRAX, at JUSTICETRAX' expense, in obtaining evidence of title and ownership therein.

G. Installation and Acceptance

1. JUSTICETRAX shall deliver the Licensed Software (object code only) and Licensed Documentation at the time JUSTICETRAX installs the Licensed Software on the Licensed Machines.

2. Licensee shall have deemed to have accepted the Licensed Software at such time as installation has been completed at Licensee's
location, unless such Licensed Software materially fails to conform to the Licensed Documentation; and Licensee provides JUSTICETRAX with notice of and states the manner in which such Licensed Software fails to conform to the Licensed Documentation.

H. Limited Warranty

1. JUSTICETRAX warrants that the Licensed Software will operate in substantial conformance with the Licensed Documentation under normal use for a period of ninety (90) days from the date of acceptance of the Licensed Software by Licensee pursuant to Section G(2).

2. JUSTICETRAX shall use commercially reasonable efforts to promptly correct any nonconformity found in the Licensed Software of which JUSTICETRAX receives written notice of by the Licensee during the warranty period. Licensee shall cooperate with JUSTICETRAX in correcting any such nonconformity. This clause does not apply to any warranties specified in a contract with the U.S. Government or in any task order issued thereunder. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the FAR, and the Contract Disputes Act.

3. Licensee shall reasonably cooperate with JUSTICETRAX in connection with the performance by JUSTICETRAX hereunder and Licensee acknowledges that such performance depends in part on such cooperation and that Licensee’s failure to so cooperate may hinder, impede or excuse JUSTICETRAX’ performance hereunder.

4. Any further service provided after expiration of the warranty period shall be provided solely pursuant to the terms of a valid in-force Software Maintenance Agreement between the parties. THE LICENSED SOFTWARE AND LICENSED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND JUSTICETRAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, unless stated otherwise in the schedule contract, FAR or Contract Disputes Act. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

I. Limitation of Remedies

JUSTICETRAX’ entire liability and Licensee’s exclusive remedy, for breach of warranty shall be the replacement of any defective Licensed Software media when it is returned to JUSTICETRAX, unless stated otherwise in the schedule contract, FAR or Contract Disputes Act. IN NO EVENT SHALL JUSTICETRAX BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR LICENSED DOCUMENTATION, EVEN IF JUSTICETRAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OR FOR ANY CLAIM BY ANY OTHER PARTY. JUSTICETRAX’ TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL NOT EXCEED THE LICENSE FEES PAID HEREUNDER.

This Section shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to EXPRESS remedies provided in the Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

J. Source Code

JUSTICETRAX will provide the source code for the LIMS Code to Licensee if JUSTICETRAX no longer offers maintenance service for the LIMS Code, there is no successor maintenance provided to JUSTICETRAX for the LIMS code, and neither this Agreement nor an associated Maintenance Agreement have been terminated by either party or breached by Licensee. Licensee shall keep such source code confidential, will not disclose it to others and will only disclose it to those of its employees having a need to access such source code for the purpose of maintaining the LIMS Code. Licensee shall use such source code only for the purpose of maintaining the LIMS Code and may not license or otherwise transfer the source to third parties.
K. Termination

1. Termination of this agreement is governed by the FAR and the terms of the schedule contract. However, if not defined in the schedule contract or FAR, below are the terms of the termination. In the event of any such termination Licensee shall, within seven (7) days of termination of this Agreement, return the Licensed Software and Licensed Documentation, and all copies thereof, to JUSTICETRAX, and erase or destroy all electronic, machine and other storage media copies of the Licensed Software and Licensed Documentation and provide JUSTICETRAX with a certification, by an officer of Licensee, of such return, erasure and destruction.

2. The expiration or termination of this Agreement shall be without prejudice to any rights of JUSTICETRAX against Licensee and such expiration or termination shall not relieve Licensee of any of its obligations to JUSTICETRAX existing at the time of expiration or termination.

M. Force Majeure

If the performance of JUSTICETRAX hereunder is delayed or prevented at any time due to circumstances beyond the control of JUSTICETRAX, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of JUSTICETRAX shall be excused until such condition no longer exists.

N. Year 2000

JusticeTrax LIMS-plus® stores dates with a four digit year enabling it to distinguish dates at or beyond the turn of the century.

O. Miscellaneous

Any modification of this Agreement must be in writing and signed by a duly authorized representative of each party. The terms of the schedule contract, the terms of the applicable order and this Agreement represents the entire agreement between the parties regarding the subject matter hereof and it supersedes all proposals and prior agreements or understandings of the parties regarding such matter. Terms and conditions contained in any Licensee ordering document submitted pursuant hereto shall not modify this Agreement in any way. In the event that any term hereof is held invalid, illegal or unenforceable, it shall be severed from this Agreement without affecting the validity, legality and enforceability of the remainder thereof. Headings used to identify the various sections of this Agreement are for convenience only and shall not be used to construe or interpret this Agreement. Licensee may not assign this Agreement without the prior written consent of JUSTICETRAX, and any such unconsented assignment shall be void. This is a contract with the US Government and is subject to the FAR. Venue and jurisdiction of any disputes is determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective on the date first written above.
Appendix A

Licensed Software: JusticeTrax® LIMS-plus® (Object Code Only) Version 3/5

Licensed Documentation: JusticeTrax® LIMS-plus® Version 3/5

Price Schedule:

<table>
<thead>
<tr>
<th>Software</th>
<th>User Licenses</th>
<th>Price Per License</th>
<th>Subtotal</th>
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<td></td>
</tr>
<tr>
<td>Training</td>
<td>Days</td>
<td>Fee/Day</td>
<td></td>
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<tr>
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<td></td>
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</tr>
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</table>
Total Software, Services, Training and Hardware
This Agreement, effective xxxxxxxxx, XX, 20XX is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the Ordering Activity (defined as an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time), 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.

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.

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, server configuration and sufficient documentation to allow recreation of the problem, including duplication of the problem on another server.

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 restoring 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) NEGLECT, 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 under the FAR or in accordance with the GSA schedule contract. Customer may extend the current maintenance term by the exercise of options governed by the terms of the GSA schedule contract. Termination of this agreement is governed by the FAR and the terms of the GSA schedule contract.

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. Payment terms are governed by the GSA schedule contract in accordance with the Prompt Payment Act. 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, unless there are security restrictions. 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. JUSTICETRAX shall only conduct an audit upon reasonable notice to the client, consistent with all security measures of client, and at JUSTICETRAX’s expense.
2. If the Customer request services beyond the scope of this agreement, a change order must be executed in writing by both parties and the schedule contract and FAR would govern the procedure.

3. Payment terms are governed by the schedule contract in accordance with the Prompt Payment Act.

4. For who pays all applicable Federal, state, and local taxes and duties is governed by the FAR.

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

This clause does not apply to any warranties specified in a contract with the U.S. Government or in any task order issued thereunder. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the FAR, and the Contract Disputes Act.

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.

This Section shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to EXPRESS remedies provided in the Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

K. Miscellaneous

1. This Agreement may not be modified except by written document signed by an authorized representative of each party.

2. This is a contract with the US Government and is subject to the FAR. Venue and jurisdiction of any disputes is determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective on the date first written above.

Customer:

Department:

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

JusticeTrax Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
Appendix A

Licensed Software: JusticeTrax® LIMS-plus® (Object Code Only) Version 3/5

Licensed Documentation: JusticeTrax® LIMS-plus® Version 3/5

Licensed Machine(s)

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Maintenance Total

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</table>

Initial Annual Maintenance Fees are for the above specified number of user licenses. Additional user licenses would be subject to additional Annual Maintenance Fees.