



**FEDERAL SUPPLY SERVICE - SCHEDULE 70**  
**INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

JusticeTrax Inc. provides software-based case-management solutions for forensic laboratories. Training and professional services are offered in conjunction with implementation of a LIMS-plus® software system.

Covered under the contract are LIMS-plus® perpetual software licenses and LIMS-plus software maintenance.

**SIN 132-33: LIMS-plus® Laboratory Information Management System**

**SIN 132-34: JusticeTrax LIM-plus Software Maintenance**

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers- Application Software

Microcomputers- Application Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**JusticeTrax Inc.**  
**1 West Main Street**  
**Mesa, AZ 85201**  
**480-222-8900**

[www.JusticeTrax.com](http://www.JusticeTrax.com) / [info@JusticeTrax.com](mailto:info@JusticeTrax.com)

Contract Number: **GS-35F-0023M**  
Period Covered by Contract: **10/12/2016 to 10/11/2021**

General Services Administration  
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.gsaadvantage.gov>



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## **Information For Ordering Offices Applicable To All Special Item Numbers**

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsadvantage.gov](http://www.gsadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.gsa.gov](http://www.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

I. Geographic Scope of Contract:

**48 contiguous states, District of Columbia, Alaska, Hawaii, and Puerto Rico**

2. Contractor's Ordering Address and Payment Information:

**JusticeTrax Inc.**

**1 West Main Street**

**Mesa, AZ 85201**

**800-288-5467/ fax 480-222-8999/ [info@JusticeTrax.com](mailto:info@JusticeTrax.com)**

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

**1-480-222-8921**



3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: **G. Order/Modification Under Federal Schedule**

Block 16: Data Universal Numbering System (DUNS) Number: **01-202-3730**

Block 30: Type of Contractor - **B. Other Small Business**

Block 31: Woman-Owned Small Business - **NO**

Block 36: Contractor's Taxpayer Identification Number (TIN): **86-0960454**

4a. CAGE Code: **IUBZ2**

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY and EXPEDITED DELIVERY TIME (Days ARO)
<b>132-33 &amp; 132-34</b>	<b>Delivery will be based upon agreement between JusticeTrax and the Ordering Agency</b>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.



7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: **None. Due net 30 days**

b. Quantity:

**SIN 132-33: LIMS-plus® Software Negotiated Purchase Pricing without IFF**

User* Licenses	Per-User License Purchase Price
1-20	\$4,295.97 (+18% maintenance annually)
21-40	\$3,818.64 (+18% maintenance annually)
41-80	\$3,341.31 (+18% maintenance annually)
81+	\$2,863.98 (+18% maintenance annually)
Site license (up to 500 users)	\$715,994.96 (+18% maintenance annually)

\* The term "User" means the number of active user accounts within LIMS-plus®. It does not mean the number of logged in user accounts. User accounts may be deactivated when personnel leave an agency for historical maintenance of records, and such deactivated user accounts shall not count against the number of active user accounts for the purpose of counting the number of user licenses.

c. Dollar Volume: **None.**

d. Government Educational Institutions: **offered same discounts as all other government customers**

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

**LIMS-plus® is not packaged for export.**

10. Small Requirements: The minimum dollar value of orders to be issued is \$100

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses



12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;
  - (5) Maintenance availability;
  - (6) Past performance; and
  - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-- Review additional Schedule Contractors'
  - (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
  - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
  - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:



(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

#### 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use.

Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription



service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the Inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.I.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.gsaaadvantage.gov>.

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on





the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations Include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**This offer is valid for installations within the 48 contiguous states, District of Columbia, Alaska, Hawaii, and Puerto Rico.**

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

#### 20. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS

(a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (Including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (Including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, Including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing



warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

## 21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## 22. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.



**Terms And Conditions Applicable To  
Perpetual Software Licenses (Special Item Number 132-33) And  
Maintenance (Special Item Number 132-34) Of General Purpose  
Commercial Information Technology Software**

**I. 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.

**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**.

**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 (132-34)

- 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 - (132-33, AND 132-34)

- 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.

(4) 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.

(5) "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 supersede any different or additional terms and conditions Included in the standard commercial legend.

## 7. SOFTWARE CONVERSIONS - (132-33)

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.



## **USA Commitment To Promote Small Business Participation Procurement Programs**

### **PREAMBLE**

JusticeTrax Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and Increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and Increase their participation in Federal Government contracts. To accelerate potential opportunities please contact

**JusticeTrax Inc.**

**Mike Sale – Vice President**

**1 West Main Street**

**Mesa, AZ 85201**

**480-222-8900**



BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and JusticeTrax Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;





- (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when Incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions Included in this BPA apply to all purchases made pursuant to it. In the event of an Inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



## **Contractor Team Arrangements**

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 of 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.



**PRICELIST For JusticeTrax Software and Maintenance**

**SIN 132-33:** LIMS-plus® Laboratory Information Management System for forensic laboratories

**SIN 132-34:** JusticeTrax Software Maintenance

Item	GSA Price, including IFF
<b>JusticeTrax LIMS-plus® Perpetual Software Licenses (SIN 132-33)</b>	
1-20 user (per license)	<b>\$4,295.97</b>
21-40 users (per license)	<b>\$3,818.64</b>
41-80 users (per license)	<b>\$3,341.31</b>
81+ users (per license)	<b>\$2,863.98</b>
Site License Up to 500 users	<b>\$715,994.96</b>
<b>The license agreement has been negotiated and approved by the Contract Officer and GSA legal in Fort Worth, TX.</b>	
<b>JusticeTrax Annual Software Maintenance (SIN 132-34)</b>	
1-20 users (per license)	<b>\$773.28</b>
21-40 users (per license)	<b>\$687.36</b>
41-80 users (per license)	<b>\$601.44</b>
81+ users (per license)	<b>\$515.52</b>
Site License Up to 500 users	<b>\$128,879.09</b>
<b>The maintenance agreement has been negotiated and approved by the Contract Officer and GSA legal in Fort Worth, TX.</b>	



## JusticeTrax LIMS-plus® Software License Agreement for GSA

This Agreement, effective xxxxxxxxxxxx XX, 2004, 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 authorized to order under GSA contracts as set forth in GSA ORDER 4800.2H ADM) (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 client devices 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 client devices 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 client device fee and Licensee agrees to notify JUSTICETRAX immediately when there is an increase in the number of client devices which have access to the Licensed Software so the proper Fees may be charged. JUSTICETRAX shall have the right to audit the number of client devices 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 client devices that should have been added to Appendix A, to pay the requisite Fees for such client devices.
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.



Customer:

JUSTICETRAX INC.

Department:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Appendix A

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

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

### Price Schedule:

<u>Software</u>	<u>User Licenses</u>	<u>Price Per License</u>	<u>Subtotal</u>	<u>Total</u>
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<u>Services</u>	<u>Days</u>	<u>Fee/Day</u>	<u>Subtotal</u>
-----------------	-------------	----------------	-----------------

<u>Training</u>	<u>Days</u>	<u>Fee/Day</u>	<u>Subtotal</u>
-----------------	-------------	----------------	-----------------

<u>Hardware</u>	<u>Units</u>	<u>Amount</u>	<u>Subtotal</u>
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<u>Hardware Total</u>			\$0
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Total Software, Services, Training  
and Hardware





## JusticeTrax LIMS-plus® Software Maintenance Agreement for GSA

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 Ordering Activity (defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2H ADM), 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 client devices 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.



8. The term FAR means Federal Acquisition Regulation.

#### 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, 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 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) 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 under the FAR. 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 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. The initial annual maintenance fees shall be eighteen percent (18%) of the list license fees. Payment terms are governed by the GSA schedule contract in accordance with the Prompt Payment Act. JUSTICETRAX will not adjust maintenance fees during the first year of this Agreement, but reserves the right to do so thereafter. However, any changes must be approved by the authorized Contracting Officer before GSA is bound by any changes to the terms of the agreement. 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.



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)

<u>Maintenance</u>	<u>User Licenses</u>	<u>Price Per License</u>	<u>Total</u>
--------------------	----------------------	--------------------------	--------------

**Maintenance Total**

<u>Serial Number</u>	<u>Server Model</u>	<u>Client Devices</u>	<u>Site</u>
_____	_____	_____	_____
			_____
			_____
			_____

**Initial Annual Maintenance Fees are for the above specified number of client devices. Additional client devices would be subject to additional Annual Maintenance Fees.**