



Software Maintenance Agreement

35346

This Agreement, effective May 20, 2019 is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the **LONG BEACH POLICE DEPARTMENT**, having a place of business at 1400 Canal Ave., Long Beach, CA 90813 (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, on which Licensee has the right to use the Licensed Software, and the number of named users set forth in Appendix A, as updated from time to time pursuant to the associated Software License Agreement between the parties.
4. The term "Version" means a periodic release of the Licensed Software that JUSTICETRAX designates as a Version. JUSTICETRAX may designate some Versions as critical to the continuing operation of the Licensed Software. Any such critical Versions must be installed on the Licensed Machine(s) prior to the annual renewal date of this Agreement, or JUSTICETRAX may then terminate this Agreement.
5. The term "Major Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that the operation of the Licensed Software is significantly impaired.
6. The term "Minor Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that operation of the Licensed Software is not significantly impaired and/or the Minor Defect can be worked around by an JUSTICETRAX approved modification until a correction is obtained.
7. The term "Telephone Support" means Engineering consultation, reasonable in duration and frequency, regarding problem identification, diagnosis, correction and usage concerns encountered with the Licensed Software on the Licensed Machine(s). Telephone Support is available during JUSTICETRAX' normal business hours (8:00 a.m. - 5:00 p.m. Mountain Standard Time) Monday through Friday, except for JUSTICETRAX' Holidays, at 1-800-288-LIMS or such other telephone number as JUSTICETRAX may designate in writing to Customer.

B. Maintenance Services

1. As long as this Agreement is in force, JUSTICETRAX may 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 may terminate no earlier than 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 all charges to restore that product to a condition acceptable to JUSTICETRAX prior to commencement of maintenance service under this Agreement.

C. JUSTICETRAX' Proprietary Rights

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

D. Excluded Services

Maintenance service does not include (a) services connected with relocation or system reconfiguration; (b) service resulting from (i) 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 sooner as set forth herein. Customer may extend the term by remitting the then current maintenance fees (or if different fees are set forth in a renewal letter from JUSTICETRAX, such different fees) to JUSTICETRAX prior to the expiration of the then current term. The extended term shall be in one (1) year increments upon mutual written agreement, unless terminated sooner as set forth herein. Either party may elect not to extend this Agreement for any subsequent year by providing written notice of such intention to the other party prior to the expiration of the then current term. Maintenance coverage will be automatically canceled by JUSTICETRAX upon (i) termination of the Software License Agreement, (ii) Customer's failure to remit the renewal maintenance fees to JUSTICETRAX prior to expiration of the then current term, or (iii) failure to install a critical Version prior to the expiration of the then current term.

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

F. Relocation of Product

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

G. Fees

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

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

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

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

H. Delay

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

I. Disclaimer of Warranty

In connection with services rendered and software supplied under this agreement, JUSTICETRAX makes no warranty, either express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose.

J. Limitation of Liability

JUSTICETRAX' liability under this agreement shall be limited to the support, repair or replacement of the software covered by this agreement. 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.

K. Miscellaneous

1. This document contains the entire Agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, between the parties and prevails over any additional conflicting or inconsistent terms and conditions appearing on any ordering document submitted by Customer. This Agreement may not be modified except by written document signed by an authorized representative of each party.

2. This Agreement and all transactions under it shall be governed by the laws of the State of California without regard to its choice of law rules, and which venue shall be Los Angeles County.

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.

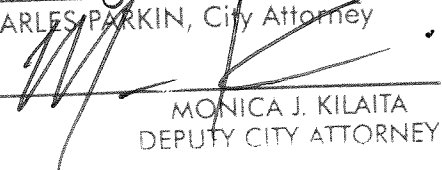
5. No term of this Agreement shall be considered waived, and no breach excused, by either party unless made in writing. No consent, waiver or excuse by either party, whether express or implied, shall constitute a subsequent consent, waiver or excuse.

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.

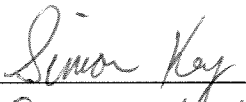
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective on the date first written above.

Long Beach Police Department

By:  **Tom Modica**
Assistant City Manager
Name: _____ **EXECUTED PURSUANT**
Title: _____ **TO SECTION 301 OF**
Date: Aug. 23, 2019 **THE CITY CHARTER**

APPROVED AS TO FORM
August 20, 2019
CHARLES PARKIN, City Attorney
By: 
MONICA J. KILAITA
DEPUTY CITY ATTORNEY

JusticeTrax Inc.

By: 
Name: SIMON KEY
Title: PRESIDENT
Date: 8/30/19

Appendix A

Licensed Software: **JusticeTrax®LIMS-plus™ (Object Code Only)** **Version: LIMS-plus 3.8**

Licensed Documentation: **JusticeTrax®LIMS-plus™** **Version: LIMS-plus 3.8**

<u>Maintenance</u>	<u>Name User Licenses</u>	<u>Name User Price</u>	<u>Sub Total</u>	<u>Total</u>
JusticeTrax LIMS-plus Annual Maintenance At 18% of total LIMS-plus License cost	16	\$810	\$12,960	
Maintenance Total				<u>\$12,960</u>

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



Software License Agreement

This Agreement, effective May 20, 2019, is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the **LONG BEACH POLICE DEPARTMENT**, having a place of business at 1400 Canal Ave., Long Beach, CA 90813 (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 "Named User" refers to a license for an individual member of the licensee's staff to use the Licensed Software on any machine provided that the use shall be on only a single machine at any given point in time.
4. The term "Licensed Machine" means the servers, on which Licensee shall have 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 Section E(1).
5. The term "Record or Records" is broadly defined to mean any data, item, collection, or grouping of information about an individual that is maintained by a Licensee, including, but not limited to, education, financial transactions, medical history, and criminal or employment history, and that contains the individual's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint, voiceprint, or a photograph, or any other data under the control of a Licensee from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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 for each named user 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 Licensed machines. 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 Appendix A 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 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 Fees for such named users, interest on such Fees pursuant to Section E(5) below, and JUSTICETRAX' cost of such audit.
2. If, at the request of Licensee, JUSTICETRAX agrees to provide services or products to Licensee in addition to the services specifically described elsewhere herein, including, without limitation, programming services, training services, data conversion services or services relating to other third party products, such services shall be performed at the hourly rate of JUSTICETRAX prevailing at the time such services are performed and such products shall be provided at JUSTICETRAX' then standard hourly rate and billed monthly. Unless otherwise expressly agreed in writing by JUSTICETRAX and Licensee, Licensee shall pay to JUSTICETRAX, upon the request of JUSTICETRAX, amounts due for such services and products and any such services or products provided by JUSTICETRAX to Licensee shall be provided subject to the disclaimers, limitations on liability and each other provision of Sections H and I below.
3. Licensee is responsible for any sales, use, excise, property or other federal, state, local or foreign taxes, duties, tariffs or other assessments (other than any tax based solely on the net income of JUSTICETRAX) and related interest and penalties that JUSTICETRAX is at any time obligated to pay or collect in connection with or arising out of the transactions contemplated by this Agreement. Licensee agrees to indemnify and hold harmless JUSTICETRAX from any and all such taxes, duties, tariffs or other assessments. If JUSTICETRAX pays any such amounts which Licensee is obligated to pay under this Section, Licensee shall, upon the request of JUSTICETRAX, reimburse JUSTICETRAX in an amount equal to the amount so paid by JUSTICETRAX and any penalties, interest, costs and expenses paid or incurred by JUSTICETRAX in connection therewith.
4. The license fees and costs for hardware, services, and training are due upon signing the Software License Agreement, forty percent. Service charges are billed monthly as incurred and due thirty (30) days after the invoice date.
5. Any payments due JUSTICETRAX hereunder which are not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law.

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 within 30 days of installation 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 thirty (30) 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. If JUSTICETRAX fails to make such correction within a reasonable period of time or if JUSTICETRAX determines that the correction cannot be made with a commercially reasonable effort, Customer's sole remedy shall be a refund in the amount of the Fees for the Licensed Software.

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.

I. Data Ownership and Control

JUSTICETRAX and Licensee recognize and agree that all Records created with the Licensed Software are owned and controlled by Licensee. All responsibility to maintain control and protect such Records is held by Licensee. In instances where Licensee provides Records to JUSTICETRAX, JUSTICETRAX shall take all reasonable steps necessary to protect the Records from unauthorized access, copying or use.

J. Limitation of Remedies

The parties recognize and acknowledge that any collection and compilation of Records entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses including but not limited to inadvertent loss of Records or damage to media, that may give rise to loss or damage. JUSTICETRAX shall not be liable on account of any such errors, omissions, delays, or losses, unless caused by gross negligence or willful misconduct. In no event shall JUSTICETRAX be liable for licensee's use of the licensed software or licensed documentation, for licensee's inability or failure to conduct its business, or 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' entire liability and licensee's exclusive remedy for any defective licensed software shall be limited to replacement when it is returned to JUSTICETRAX. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Licensee shall indemnify and hold harmless JUSTICETRAX against any and all claims, liabilities, losses, damages and causes of action relating to, or arising from, Licensee's breach or failure to comply with any of its obligations under this Agreement, or gross negligence or willful misconduct.

K. 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.

L. Termination

1. This Agreement shall terminate: (1) on thirty (30) days prior written notice to Licensee in the event of any breach by Licensee under this Agreement where unless Licensee remedies such breach within that thirty (30) day period; or (2) immediately, in the event that Licensee becomes insolvent or is unable to meet its obligations when they become due, or if an assignment is made of Licensee's business for the benefit of creditors, or Licensee is liquidated or dissolved. 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. Upon any failure by Licensee to perform or comply with any of its obligations hereunder or under any other Agreement to which JUSTICETRAX and Licensee are parties, Licensee shall be deemed to be in breach hereof and JUSTICETRAX shall have the right, without waiving, removing, limiting, or restricting any legal or equitable right or remedy otherwise available to JUSTICETRAX attendant upon such failure, to cease performance hereunder until such failure is remedied or to terminate this Agreement pursuant to Section K(1) above. 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. Miscellaneous

Any modification of this Agreement must be in writing and signed by a duly authorized representative of each party. 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 Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules.

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

LONG BEACH POLICE DEPARTMENT

JUSTICETRAX INC.

By: *Tom Modica* Tom Modica
Assistant City Manager

By: *Simon Key*

Name: _____
Title: _____

Name: SIMON KEY
Title: PRESIDENT

Date: Aug. 23, 2019

Date: 8/30/19

APPROVED AS TO FORM

August 20, 2019
CHARLES PARKIN / City Attorney

By: *Monica J. Kilaita*
MONICA J. KILAITA
DEPUTY CITY ATTORNEY

Appendix A

Licensed Software: JusticeTrax® LIMS-plus™ (Object Code Only) Version: _LIMS-plus_3.8_

Licensed Documentation: JusticeTrax® LIMS-plus™ Version: _LIMS-plus_3.8_

<u>Software</u>	<u>Named Users</u>	<u>Price Named Users</u>	<u>SubtotalTotal</u>
JusticeTrax LIMS-plus Software	16	\$4,500	\$72,000
<u>Software Total</u>			<u>\$72,000</u>

<u>Services and Training</u>	<u>Days</u>	<u>Fee/Day</u>	<u>Subtotal</u>
Remote Installation LIMS-plus	1 day	\$1,250	\$1,250
Custom Crystal Reports	2 Reports	\$500	\$1,000
Onsite Crystal Report Training	3 days	\$2,500	\$7,500
Onsite Administrator Training/Configuration	3 days	\$2,500	\$7,500
Onsite End User Training	1 day	\$2,500	\$2,500
<u>Services Total</u>			<u>\$19,750</u>

<u>Hardware</u>	<u>Units</u>	<u>Amount</u>	<u>Subtotal</u>
Server Hardware	1 Unit	\$10,000	\$10,000
<u>Hardware Total</u>			<u>\$10,000</u>

Total Software, Services, Training and Hardware **\$101,750**