

ORIGINAL -
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**Installation, Support and
End-User Licensing Agreement
for
Tom Green County, Texas
I-Jury System version 1.4**

The following Agreement has been established between **Sinar Media Consultants (SMC) and Tom Green County (TGC)** for the maintenance of the I-Jury system developed and installed by SMC in JUNE, '05.

Any changes, additions, or maintenance of the I-Jury System are to be carried out exclusively for the duration of this Agreement by SMC. Requests for changes and additions can be made by TGC for the purpose of streamlining data collection and the jury selection process. All support requests shall be made and authorized by the District Clerk's Office of TGC.

Installation & Development

The costs and terms of the installation and development of the I-Jury system are detailed in the adjoining document 'Installation & Development Costs'. The 'Initial Consultation and Project Development Fee' will be paid in full by TGC before the project commences.

Support Call

A support call is defined as any request for a change, addition or maintenance initiated by the District Clerk of TGC, or an appointed employee of the District Clerk's office. Those requests may be resolved at or away from the client's location.

Logging

Time spent by SMC on fulfilling the support call is to be logged to the nearest half-hour. Hours logged do not include travel or breaks (please see 'Rates' section for travel costs). Time logs will be provided with each invoice.

Invoicing

Invoices for work carried out by SMC, under the terms of this Agreement, will be invoiced on the last working day of the respective calendar month.

Payment Terms

Payment due within thirty (30) days of invoice date. Services will be temporarily withdrawn for unpaid invoices exceeding thirty (30) days.

Rates

A non-refundable, yearly licensing (EULA) fee of \$175.00 will be charged for the right to use the I-Jury system code (stored on the web server) for the purpose of gathering information from potential jurors, summoned by the court in the county of Tom Green, Texas. The system code is defined as the 'html' and 'asp' code lines used to compile the web pages making up the online I-Jury system. The EULA licensing fee will begin once the system installation has been completed.

An initial charge of \$34.75 will occur for up to the first hour's work (not including travel time or breaks) on any specific support call. A rate of \$26.75 per hour will be charged for each hour thereafter (hours need not be continuous) until the specific problem is resolved.

Every effort will be made to resolve the support call over the telephone, or by email. Should SMC need to perform maintenance operations at the client's local PC, an amount will be charged for travel to and from the client's location. No service call, involving travel, shall be made until verbal approval is received from TGC. The amount for travel will be calculated according to the rate specified for employees by the Texas State Comptroller (at: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>) to compensate for time, vehicle fuel and usage. Mileage will be logged beginning from SMC's office in Odessa, TX, to the client's location, and then back to SMC's office. All mileage logs will appear on the invoice.

Travel costs are also incurred during the process of system installation (as stated in the document "Installation & Development Costs").

The amount charged, per mile, includes air travel (should the one-way distance be more than 150 miles) and will be based upon the road mileage to and from the client's location.

The client will provide for the cost of hotel accommodation and meals for SMC's technician for service calls lasting more than one (1) day. The limits for these costs will be confined to the same rates as Texas State employees (at: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>).

System Definition

The I-Jury system is defined as follows:

The system is split into three components:

- i) The web site form used to enable the potential Juror to enter information required for Jury selection,
- ii) Administration - the process used to collate that information and transfer the data to a local, off-line database, and
- iii) Reporting - presenting the information in a way the court can use to carry out a jury selection.

Any requests for the development of software that falls outside of the above definition will not be considered as a "support call" for the I-Jury system but as a request for a quotation for the development of a new software product.

Rights of Use

The I-Jury system code is owned by SMC. The I-Jury product name, branding and system will be commercially available, in its most current form, for purchase by other local government offices in County's other than TGC. TGC are entitled to use the product for an indefinite period of time providing the EULA licensing fee payment for the current year has been paid in full.

System Updates

Enhancements to the operation and design of the existing I-Jury system resulting from the development of the system for other clients will be offered to TGC for no additional fee or costs. A unique reference number will identify each version of the I-Jury system.

Data Handling

TGC agrees that SMC are not to be held responsible for claims arising from the loss, misappropriation or misuse of data collected and stored using the I-Jury system. This includes the following causes:

- i) Any authorized use of the system, by the client, that does not follow the operational procedures set out by SMC for the correct use of the system.
- ii) Any unauthorized use of the system by any third party.
- iii) Server malfunction or maintenance.
- iv) Local workstation or network malfunction or maintenance.
- v) Data loss caused by Operating System problems.

Third Party Web Server

Should local web server space not be available, TGC agrees that they are responsible for the choice of a third-party vendor for web server space, and TGC shall be responsible for any fees incurred under the contract they have with said vendor. SMC cannot add any additional guarantee of the 24/7 availability of, or access to, the web space. SMC cannot guarantee the availability of a unique IP address identifying the location of the web site unless TGC authorizes the purchase of a domain name. TGC agrees that SMC are not to be held responsible for any time-out issues caused by web server malfunction or maintenance.

Claims

TGC agrees that SMC shall not be responsible for claims resulting from decisions made by the Court using inaccurate information supplied by potential jurors using the system or the interpretation of information supplied by potential jurors using the system.

Termination at Will

Either party may terminate this agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. TGC's only obligation for terminating this agreement pursuant to this section shall be the payment to SMC of payments earned hereunder prior to the date of termination. SMC's only obligation for terminating this agreement pursuant to this section shall be to provide services until the date of termination. Neither SMC nor TGC shall thereafter be entitled to any other compensation.

Changes

Changes to terms and/or rates contained within this agreement will be proposed by furnishing the other party thirty (30) days prior written notice. After the proposed change(s) have been accepted, the current agreement will be revised to include the changes.

Notices

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

Notices to Sinar Media Consultants shall be sent to:

Paul D. Sinar
Sinar Media Consultants
3005 Byron Avenue
Odessa, Texas 79762
432/352-2568

Notices to the County and Clerk shall be sent to:

Michael D. Brown

County Judge

Tom Green County

(Address 1) 122 W. Harris

(Address 2) San Angelo, TX 76903

Telephone: 325-653-3318

Facsimile: 325-659-3258

and

Sheri Woodfin

District Clerk

112 W Beauregard

San Angelo, TX 76903

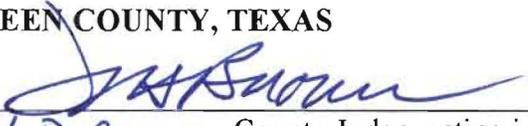
Telephone: 325-659-6579

Facsimile: 325-659-3241

IN WITNESS WHEREOF, the parties hereto have caused this agreement including the exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

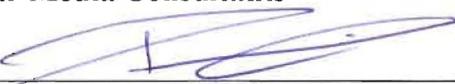
Executed in Tom Green County, Texas by

TOM GREEN COUNTY, TEXAS

By: 
Michael D. Brown, County Judge, acting in
his/her official capacity and not in his/her individual
capacity

Date: July 27, 2010

Sinar Media Consultants

By: 
Paul D. Sinar, Media Consultant

Date: 6/22/10

Approved:

Sheri Woodfin, District Clerk, acting in his/her
official capacity and not in his/her individual capacity

Date: _____