



# Quotation

To: Gahanna Mayor's Court  
Amanda Parker, Clerk of Courts  
200 S. Hamilton Rd.  
Gahanna, Ohio 43230  
614.342.4084  
[amanda.parker@gahanna.gov](mailto:amanda.parker@gahanna.gov)

Quote: GAHANN2012042612  
Date: May 1, 2012  
Valid through: June 25, 2012

Project: CourtTrac Ticket Import License

JST05172011

Item	Description	Quantity	Unit Price	Total
<b>SOFTWARE</b>				
CourtTrac Ticket Import Software License		1	\$3,000.00	\$3,000.00
<b>Net Software</b>				
<b>SOFTWARE MAINTENANCE</b>				
Software Maintenance & Support (First year)		1	\$660.00	\$660.00
<b>Net Software Maintenance</b>				
<b>PROFESSIONAL SERVICES</b>				
<b>1.0 Baseline Services</b>				
1.1 Remote Services (Project Management, Installation, Configuration, and Training), (up to ten hours)		1	\$2,000.00	\$2,000.00
<b>Subtotal, Professional Services</b>				
Estimated Travel Costs			\$2,000.00	\$0.00
<b>Estimated Services Total</b>				
<b>Estimated Baseline Project Total, excluding applicable taxes</b>				
<b>\$5,660.00</b>				

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name / Signature

#### Scope of Work

- 1 CJS will work with the customer to determine a mutually suitable installation schedule and implementation timeline.
- 2 CJS will install and Configure the Police Department Ticket Import software on the Customer's Application Server.
- 3 CJS will provide remote training to group of not more than five Court Users on the basics of software use.

#### Notes

- 1 Quotation must be signed and returned with a purchase order for activation of license(s), maintenance and scheduling of the project work.
- 2 Delivery will be scheduled for the first available date at which CJS and Customer resources are jointly available. Should rescheduling be necessitated for any reason, the next available date at which CJS and Customer resources are both available will be scheduled.
- 3 Professional Services quoted are at a firm fixed price, but extent of services is limited to the hours indicated above. Actual effort, costs and expenses may be less than or greater than those estimated. Customer shall have no obligation to pay CJS more than the estimated price. CJS shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted price, even if the services have not been completed or the deliverables delivered, or the results expected by the customer have not been achieved. The parties may by mutual, written agreement, increase the quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
- 4 Customer will make available all resources requested by CJS for assistance.
- 5 Delays caused by Customer site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
- 6 If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
- 7 CJS will invoice for Professional Services as follows:
  - Project Management and Coordination will be invoiced at the end of the first month in which project management and coordination Services are provided.
  - Remote Services will be invoiced at the end of the first month in which installation, configuration or training services are provided.
- 8 CJS will invoice for License(s) and Software Maintenance as follows:
  - License Fee will be invoiced upon execution of the quotation
  - Support and Maintenance is invoiced upon execution of the quotation
- 9 First Year Support and Maintenance will begin upon execution of the quotation.
- 10 CJS will prorate maintenance fees for the maintenance year at 1/12th of the annual maintenance fee shown on the "Net Software Maintenance" line for each month of Maintenance & Support provided prior to the conclusion of the maintenance year.
- 11 License, Maintenance, and Professional Services are governed by the terms and conditions in the accompanying Order Form.
- 12 All services are to be provided remotely. Should travel be requested or deemed to be required, a separate Change Order for estimated travel costs and travel time will be provided.
- 13 Payment term is net 30 days from invoice date.
- 14 Customer is responsible for the host environment including all required hardware, network and third party software components and configuration.

5399 LAUBY ROAD, NW | NORTH CANTON, OHIO 44720 | 330.470.4280 | 330.494.2483 FAX

EXHIBIT A



## **ORDER FORM**

**CourtView Justice Solutions Inc. ("CJS") will provide to the Customer the following products and services upon receipt of this signed Order Form. This Order Form is governed by the attached "shrinkwrap" terms and conditions.**

**Products and Services are described on the supporting and referenced Quote:**

**Quote Number:** \_\_\_\_\_

**Quote Date:** \_\_\_\_\_

**This signed Order Form, and the supporting and referenced Quote, must be signed by the Customer and received by CJS on or before the expiration date of the supporting and referenced Quote, or it may be deemed expired by CJS.**

Agreed by Customer:

Signature

Name

Title

Date

Accepted by CourtView Justice Solutions Inc.

Signature

Name

Title

Date



**ATTACHMENT 1**  
**CJS SOFTWARE LICENSE AGREEMENT (SLA)**

This License Agreement applies to software provided by CourtView Justice Solutions Inc. ("CJS"), a Delaware corporation, including software owned by CJS and software owned by other parties that is embedded in software owned by CJS or that is included in hardware provided by CJS.

Customer should carefully read the following terms and conditions before installing the software or using the software. Continuing installation of the software or use of the software indicates Customer's acceptance of the terms and conditions of this agreement. If Customer does not agree with the terms and conditions of this agreement, Customer should not install or use this software.

**1. LIMITED USE LICENSE.** CJS grants to Customer a non-exclusive, non-transferable license to use the software specified on the referenced Quote ("Software") on the Customer's database servers, file servers, application servers, and/or web servers (referred to as the "Enterprise") provided Customer has paid all fees listed on the referenced Quote and is current in annual maintenance fees to CJS for both Software and all other CJS software (together "Fees"). Customer assumes responsibility for the selection of the Software and/or the Software on hardware to achieve the Customer's intended results, and for the installation, use and results obtained.

Customer shall have the right to use only one copy or image of the Software for production purposes for Customer's internal use only, and only by Customer's employees. Upon signing an amendment to this Order Form and paying any additional applicable fees, Customer may add additional software to this license.

Customer may make one copy of the Software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for Customer's use only and cannot be assigned or transferred to another person or used on another computer.

**2. RESTRICTIONS.** Customer cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this Software without prior written consent of CJS and the payment of additional license fees. Customer cannot modify, translate, disassemble, decompile, or create derivative works of the Software or any copy in whole or in part.

**3. FEES AND PAYMENT.** All Fees are payable by CUSTOMER within forty five (45) days of receipt of invoice

**4. NO OTHER RIGHTS.** Except as stated herein, this Agreement does not grant Customer any rights to patents, copyrights, trade secrets, trade names, trademarks,

(whether registered or unregistered), or any other rights or franchises in respect to the Software and its documentation.

**5. TERM.** This license is effective until terminated. Customer can terminate it at any time by destroying the Software including all media and documentation and erasing any copies residing on its system. Or, CJS can terminate this License immediately for nonpayment of Fees or if Customer fails to comply with the terms and conditions of this Agreement.

**6. TRANSFER.** Customer cannot transfer, sublicense, or assign the license or the Software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate Customer's license.

**7. WARRANTY DISCLAIMER/LIMITED WARRANTY.** THE SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER CAN ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**8. LIMITATION OF LIABILITY.** In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of Fees that is the subject of the claim provided, however, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

**9. ACCEPTANCE.** By installing the Software or using the CJS supplied hardware that contains the Software, Customer acknowledge that Customer have read this Agreement, understand it and agree to be bound by its terms and conditions. Customer further agree that it is the complete and exclusive statement of the Agreement



between the parties which supersedes any proposal or prior agreement, oral, or written, and any other communications between the parties relating to the Software.

**10. THIRD PARTY SOFTWARE.** If third party software is included in the referenced Quote additional license terms and conditions may apply. The additional terms and conditions that apply to such third party software may be included in printed materials or electronic material delivered with the Software or in online.

**11. GENERAL.** This Agreement will be governed by the laws of the state of Delaware. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

Customer must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. CJS may audit Customer use of the Software. All terms of any order document shall be superseded by this License. Customer will be entitled to support described in the Maintenance terms set forth below, provided Customer are current on payments.

**12. ADDITIONAL PROVISIONS.** No other party or company may make any warranty, either express or implied, regarding the Software, its merchantability or its fitness for any particular purpose.

**13. NOTICE ADDRESSES.** Any notices sent under this agreement shall be sent to the addresses set forth on the referenced Quote, or such other address subsequently designated in writing by one party.



**ATTACHMENT 2**  
**CJS SOFTWARE MAINTENANCE AGREEMENT (SMA)**

Pursuant to this Agreement, CourtView Justice Solutions Inc. ("CJS") shall provide maintenance services for the software listed on the referenced Quote ("Software") to the Customer named on the referenced Quote.

**1. Term**

Maintenance shall commence immediately upon delivery of the Software and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

**2. Correction of Deviations**

In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, Customer shall communicate the circumstances and any supporting information to CJS. Upon receipt, CJS will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of CJS and Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, CJS will correct the Deviation and distribute the correction to the Customer in accordance with CJS' normal Software revision schedule.
- b. In the event that, in the reasonable opinion of CJS, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, CJS will take such steps as are reasonably required to correct the Deviation with all due dispatch.

**3. Software Revisions**

The Software may be revised by CJS as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software ("Revisions").

**4. Telephone Hotline Assistance**

CJS, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software.

**5. Technical Literature**

CJS shall make available to the Customer electronically technical literature that is considered by CJS to be relevant to the Software and its use within the scope of Customer's operations.

**6. Transmission**

All Revisions will be transmitted to the Customer electronically. The Customer shall be solely responsible for uploading or mounting the media and executing the

appropriate instructions to transfer the Revisions or onto to the Customer's system.

**7. Remote Diagnostic Access**

As mutually agreed, the Customer will provide appropriate remote access for CJS, with the permission of the Customer, to use for the purpose of remote diagnostics and support.

**8. Proper Use**

- a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the Customer or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although CJS is not obligated to correct such misuse, CJS shall be entitled to attempt to correct the situation, if possible, at Customer's expense.
- c. In the event that diagnostic assistance is provided by CJS, which, in the reasonable opinion of CJS and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

**9. Software Maintenance Fee**

The initial fee for the first twelve month maintenance period for the Software is set forth on the referenced Quote.

**10. Additional Software Maintenance Fee**

In the event the Customer acquires Software in addition to that in the referenced Quote ("Additional Software"), these Maintenance terms shall automatically be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to twenty-two percent (22%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

**11. Other Fees and Expenses**

If onsite maintenance is requested, Customer will pay reasonable travel and living expenses of CJS' employees or agents, which shall be billed and paid as the expenses are incurred.

**12. Payment Terms**

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. CJS reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least thirty (30) days prior to any scheduled renewal date.



### **13. Default and Termination**

- a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. CJS may cancel Maintenance in the event that the Customer does not pay the maintenance fees for the Software under this Agreement or for CourtView, under a separate agreement between CJS and Customer.
- c. In the event of any breach of the terms and conditions of this Agreement by the Customer, CJS will, by written notice to the Customer, give the Customer a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to CJS' satisfaction within said thirty (30) day period, CJS may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
- d. In the event that Maintenance is terminated by CJS, CJS shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by CJS pursuant to the provisions hereof shall be without prejudice to any right or recourse available to CJS, and without prejudice to CJS' right to collect any amounts, which remain due to it hereunder.

### **14. Limitation of Liability**

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to CJS for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

### **15. General Terms**

- a. Neither CJS nor Customer will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement

will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.

g. In the event of any dispute arising in the performance of this Agreement or any Attachment, CJS and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

i. This Agreement constitutes the entire agreement between the parties with respect to maintenance and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.



**ATTACHMENT 3**  
**CJS PROFESSIONAL SERVICES AGREEMENT (PSA)**

**1. SERVICES**

This Agreement shall apply to the professional services set forth in the referenced Quote and such other services that the Customer engages CJS to provide ("Services"). All services provided will be described in the referenced Quote or a mutually agreed upon "Statement of Work" ("SOW").

**2. TERMS**

**2.1 Requests for Service; Quotes and Orders.** Customer shall sign and return the referenced Quote and the Order Form for the initial order for Services. All subsequent orders for Services must specify a CJS quotation (if any), and reference the Service(s) requested.

**2.2 Prices.** The prices charged for initial Services are set forth in the referenced Quote and for subsequent Services, if any, as Quoted by CJS. If the Services are being performed on a time and materials basis, any estimates provided by CJS are for planning purposes only.

**2.3 Additional Fees; Taxes.** Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on CJS (other than taxes related to CJS's income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on CJS's invoices.

**2.4 Invoicing and Payment.** Customer's payment terms will be net forty five (45) days from the date of invoice.

**2.5 Term.** This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

**2.6 Termination.** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

**3. PROPRIETARY RIGHTS**

CJS will retain exclusive ownership in all deliverables created by CJS hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by CJS under this Agreement. CJS will also retain all intellectual

property rights with respect to the tools and/or software that CJS uses to deliver the Services. Subject to payment in full for the applicable Services, CJS grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

**4. EXPORT AND REGULATORY REQUIREMENTS**

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide CJS with all of the information needed for CJS to obtain export licenses from the United States government and to provide CJS with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. CJS may also require export certifications from Customer for Customer provided software. CJS's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; CJS is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

**5. CUSTOMER RESPONSIBILITIES**

It is the Customer's responsibility to backup data on Customer's system. CJS WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that CJS's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to CJS any required licenses, approvals or consents necessary for CJS's performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to CJS that is not protected under a separate NDA is not confidential or proprietary to Customer.



## **6. LIMITED WARRANTY & LIMITATION OF LIABILITY**

**6.1 Limited Warranty.** CJS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, CJS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION CJS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION CJS MAY PROVIDE.

**6.2 Limitation of Liability.** NEITHER CUSTOMER, CJS NOR CJS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY CJS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CJS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO CJS'S NEGLIGENCE OR WILLFUL MISCONDUCT, CJS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

## **7. MISCELLANEOUS ITEMS**

**7.1 Assignment; Subcontracting.** Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of CJS. CJS has the right to hire subcontractors to perform the Services provided that CJS shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

**7.2 Entire Agreement; Severability.** This Agreement (with attachments) is the entire agreement between CJS and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between CJS and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder

of this Agreement will remain in full force and will not be terminated.

**7.3 Independent Contractor.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

**7.4 Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

**7.5 Dispute Resolution.** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**7.6 Notices.** To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, received courier service, facsimile telecommunication or electronic mail to the address which appears on the referenced Quote or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

**7.7 Governing Law, Jurisdiction and Language.** The laws of the Commonwealth of Delaware will govern this Agreement.