

PILOT SERVICE AGREEMENT

This Pilot Service Agreement (“**Agreement**”) effective as of _____ (“**Effective Date**”), is entered into by and among JuryQ LLC, a Texas limited liability company with an office at 10190 Katy Fwy Ste 100 Houston, TX 77043-5237 (“**JuryQ**”) and COLLIN COUNTY, 2300 BLOOMDALE RD. MCKINNEY, TX 75071 (“**County**”) (individually a “**Party**” and collectively, the “**Parties**”).

WHEREAS, JuryQ is in the business of facilitating juror management process, including providing users with detailed reports and analytics related to jury duty and facilitating information exchange between courts and jurors.

WHEREAS, County is interested in automatization of their current juror management process and use of JuryQ’s capabilities.

NOW, THEREFORE, in consideration of the mutual obligations specified in this agreement (“**Agreement**”), the Parties, intending to be legally bound hereby, agree to the following:

1. Term

1.1. This Agreement will commence as of the Effective Date and will continue for 90 calendar days following our first court date that incorporates our QR code on the jurors’ summons (the “**Term**”), unless sooner terminated as set forth herein.

2. Scope of Service

2.1. County retains JuryQ, and JuryQ agrees to provide the County with the access to the web application located at app.juryq.com, in accordance with JuryQ’s Terms of Use (“**Terms**”), together with any and all updates and integrated functionality (the “**Service**”).

2.2. Any services outside of the scope this Agreement will require an amendment to this Agreement for such other services, as may be agreed to by the Parties.

3. Parties’ Cooperation and Operation of the Service

3.1. Parties will cooperate with each other and undertake reasonable efforts to facilitate the successful operation and marketing of the Service.

3.2. County agrees to take all reasonable and necessary actions to implement the Service within its juror management process and make it available for the jurors summoned by the County. County is solely responsible for any software integration and the development of any materials for jurors, including but not limited to the integration of QR codes on jurors’ summons and printing of materials for jurors in connection to the County’s use of the Service. Unless otherwise agreed by the Parties, prior to public dissemination of any informational or marketing materials incorporating JuryQ’s logos and trademarks, the County shall submit all such materials for JuryQ’s review and approval of each instance of such use.

3.3. County agrees to promptly provide JuryQ with information regarding the County’s juror management processes, including current juror’s onboarding process, scheduling summons date, qualification questions, exemptions, dismissals and selections of jurors, via a live API integration or as otherwise agreed by the Parties.

3.4. If the County agrees to implement, via JuryQ's services, the digital form of the waiver for the jurors summoned by the County to waive their right to attendance fees for days when they do not appear in person for jury service ("Jurors' Waiver"), the County shall take all reasonable and necessary actions to promptly provide JuryQ with a legally acceptable and compliant template of the Jurors' Waiver.

3.5. During the Term, JuryQ and the County shall manage jury duty summons dates for the County as mutually agreed upon.

3.6. The Parties may further detail in writing the specific requirements for the implementation and promotion of the Service during the Term.

4. Fees [deleted]

5. Intellectual Property Rights

5.1. JuryQ grants to the County a non-exclusive and non-transferable right and license to use the Service and its content in connection with County's juror management processes and marketing of the Service as agreed upon by the Parties. The license granted herein is limited to the United States. The grant of the license is conditional on the compliance with this Agreement and the Terms.

5.2. JuryQ grants to the County a non-exclusive and non-transferable right and license to use its logos and trademarks solely for the purpose of the performance of this Agreement on the territory of the United States. The grant of the license is conditional on the compliance with this Agreement and the Terms.

5.3. Except as otherwise permitted under this Agreement, Terms or otherwise agreed upon by the Parties, the County will not knowingly: (a) resell, sublicense or otherwise transfer any of the rights granted to the County under this Agreement to any third party; (b) reverse engineer, disassemble or decompile the Licensed Materials, or attempt to discover or recreate any software component of the Licensed Materials; (d) modify or create derivative works of the Service; (e) use the Service in violation of any applicable law or regulation; (f) remove, obscure or alter any proprietary rights notices included within the Licensed Materials, as applicable; (g) interfere with or disrupt servers or networks that provide or support the Service; (h) permit unauthorized access to any software, hardware or data stored therein; (i) use the License Materials to develop or provide a service or product designed to compete with the services offered by JuryQ or (i) engage in any other acts prohibited by the Terms.

5.4. If the County or any of its employees or independent contractors sends or transmits any communications or materials to JuryQ by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), JuryQ may in its sole discretion implement any or all of the Feedback in the Service in connection with the Service under this Agreement, and JuryQ is free to use and implement such Feedback in its services for its use and use by its other customers, irrespective of any other obligation or limitation between the Parties governing such Feedback. County agrees to grant and does hereby grant to JuryQ an irrevocable, royalty-free, worldwide, nonexclusive license to use for all time, without any attribution or compensation to any party, any ideas, know-how, concepts, processes, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, in perpetuity.

5.5. Subject to this Agreement, as between the Parties, JuryQ and its licensors owns and reserves all right, title and interest in and to the Service, including all intellectual property rights related therein, and

nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the County or any third party, any intellectual property rights or other right, title or interest in or to the Service.

5.6. JuryQ reserves the right, in its sole discretion, at any time for any reason or no reason, to make any changes to the Service that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Service; (ii) the competitive strength of or market for JuryQ's services; or (iii) the cost efficiency or performance of the Service; or (b) to comply with applicable law.

5.7. Collin County may, at its own discretion, request from JuryQ its data collected during and as a direct result of JuryQ's performance of the Service under this Agreement. JuryQ will provide this data to Collin County within a reasonable amount of time, and in a reasonable format consistent with technically feasible industry standards.

6. Confidentiality [deleted]

7. Accounts. Data Protection and Data Security

7.1. County will have sole responsibility for the assignment and management of each user account(s) that are created by or on behalf of the County to access or use the Service ("Account"). The County will take and maintain all appropriate technical, administrative and organizational measures, to ensure a level of confidentiality and security appropriate to prevent unauthorized or unlawful processing of JuryQ's Confidential Information; including protecting Account login credentials under its possession or control against unauthorized access, use or disclosure in accordance with the Terms.

7.2. Unless prohibited by applicable law, each Party will promptly notify the other Party of any unauthorized access or use of the Account that comes to its attention. In the event of any such unauthorized use, each Party will (a) take all steps reasonably necessary in its power or control to terminate such unauthorized use, and (b) provide the other Party with such cooperation and assistance related to any such unauthorized use as may be reasonably requested.

8. Representations and Warranties

8.1. Each Party represents and warrants to the other that it has all right, power, and authority necessary to enter into this Agreement, perform its obligations hereunder and grant the rights it grants to the other Party hereunder.

8.2. JuryQ makes no representations or warranties, express or implied, regarding the quality, reliability, reasonableness or suitability of the Service. The County acknowledges that it is solely responsible for conducting any due diligence it deems necessary prior to engaging in this Agreement.

9. Limitation of Liability

EXCEPT FOR ANY BREACH OF SECTIONS "INTELLECTUAL PROPERTY RIGHTS", "CONFIDENTIALITY", "REPRESENTATIONS AND WARRANTIES" OR "INDEMNIFICATION", IN NO EVENT WILL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (B) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID OR PAYABLE BY THE

COUNTY TO JURYQ HEREUNDER DURING THE PREVIOUS 3 MONTHS OR, TWO HUNDRED USD (\$200.00) IF NO SUCH PAYMENTS HAVE BEEN MADE, WHICHEVER IS LESS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THIS WAIVER OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS ARISING OUT OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER THEORY OF LIABILITY, EXCEPT AS EXPRESSLY EXCLUDED IN THIS AGREEMENT.

10. Indemnification

To the fullest extent allowed by law, JuryQ (including its affiliates and its and their officers, directors, contractors, and employees) shall defend, indemnify, and hold harmless Collin County from any third-party claim or action.

11. Termination

11.1. During the Term, each Party can terminate this Agreement by notifying other Party at least five (5) business days prior to the termination.

11.2. At the conclusion of the Term, the Parties can agree to renew this Agreement for another 90 calendar days. If Parties do not renew this Agreement, upon the expiration of the Term, this Agreement shall then terminate.

11.3. If either Party subject to this Agreement fails to follow through with their obligations under this Agreement, the non-breaching Party can terminate this Agreement by providing thirty (30) day written notice to the breaching Party specifying such breach or default. Any termination shall become effective at the end of such thirty (30) day period unless the breaching Party (or any other person on its behalf) has either (i) cured any such breach or default prior to the end of such thirty (30) day period, or (ii) the non-breaching Party consents to extend the such thirty (30)-day period to a later date to permit the breaching Party to cure the breach or default whereupon the Agreement shall then terminate if the noticed breach or default is not cured by such later date.

11.4. The County understands that JuryQ may terminate this Agreement at any time if the County breaches any material provision listed in this Agreement, including but not limited to the obligations of confidentiality or intellectual property rights arising from performance of the Service under this Agreement.

11.5. Termination of this Agreement by either Party will not affect the rights and obligations of the Parties which have accrued and remain unperformed before the effective date of termination, including an obligation to pay Fees provided through the date of termination and to pay any outstanding balances within ten (10) days of the date of such termination. Parties are not entitled to any refunds of Fees paid under this Agreement.

11.6. Upon the termination of this Agreement, (i) the County shall immediately cease all use of the Service and JuryQ's Confidential Information; (ii) each Party will immediately: (i) return all Confidential Information of the other Party; or (ii) upon the other Party's written request, securely destroy or render unreadable such Confidential Information of the other Party.

12. Miscellaneous

12.1. Independent Contractor. Neither this Agreement nor any invoices or other information exchanged in connection with this Agreement will create, constitute, or in any way be interpreted as, a partnership, joint venture, or business organization of any kind, nor create or be construed as a relationship of principal and agent, or employer and employee, or company and director/officer. JuryQ will perform the Service under this Agreement only as an independent contractor, and nothing in this Agreement will be construed to be inconsistent with that relationship or status. Neither Party, nor its employees or agents, will be considered employees or agents of the other Party.

12.2. Assignment. Unless the Company merges with or consolidates into another entity, or transfers substantially all of its assets to another entity, the Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without prior written notification to Collin County.

12.3. Subcontractors. JuryQ will have the right to subcontract to third parties (“Subcontractors”) any or all of its obligations under this Agreement; provided, however, that JuryQ ensure that each Subcontractor complies with the terms of this Agreement and be responsible for the performance or nonperformance of its Subcontractors and their respective employees, subcontractors and agents.

12.4. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties relating to the Service and supersedes all prior contracts, agreements, and understandings between the Parties relating to the Service, except the Terms. In the event of any conflict between this Agreement and the Terms, this Agreement shall control.

12.5. Governing Law; Jurisdiction. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

12.6. Survival. In addition to any provision of this Agreement that survives on its own terms, Sections “Intellectual Property Rights”, “Confidentiality”, “Representations and Warranties”, “Indemnification”, “Miscellaneous” will survive any termination or expiration of this Agreement.

12.7. No Inducement. Each party to this Agreement has had the opportunity to review the Agreement independently and, if needed, with counsel, is fully informed of the terms and effect of this Agreement and has not relied in any way on any inducement, representation, or advice of any other party hereto in deciding to enter into the Agreement, except as herein contained.

12.8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but when taken together will constitute one and the same instrument. Signatures to this Agreement transmitted by email in portable document format (PDF), or by any other electronic means intended to preserve the original appearance of the Agreement, will have the same effect as the physical delivery of the paper document bearing the original signatures.

12.9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.10. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

12.11. Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

12.12. Notices.

- Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071
- Collin Co. Administrator
Yoon Kim
2300 Bloomdale #4192
McKinney, Texas 75071

[signature page follows]

This Agreement is being executed by representatives authorized to bind the Parties,
effective as of the Effective Date.


COUNTY:

Collin County

By: _____
Michelle Charnoski, Purchasing Agent Date

JURYQ:

JuryQ LLC

By:  _____
Wisam Nahhas, CEO Date