



WORD SYSTEMS, INC.

Exhibit B

Technical Services Agreement

This is a technical services agreement (hereafter referred to as **Agreement**) between Word Systems, Inc. (hereafter referred to as **WSI**) and the Customer **Aurora Police Department** (hereafter referred to as **Customer**). Customer's signature on the Quotation, Price Sheet or other document to which this Agreement is an Exhibit constitutes Customer's agreement to the terms and conditions below.

This Agreement, together with its Attachments and any related sales quotations, price sheets or other documents to which it is attached, which are all hereby incorporated by reference, sets forth the entire understanding of the parties hereto with respect to its subject matter, and supersedes any other agreement, verbal, written and/or implied.

WSI agrees to support, maintain and repair Customer's equipment and/or software listed below on a best efforts basis for the charges shown on the price tab. This Agreement becomes effective upon completion of installation, and shall continue for the term, also shown on the price tab. No refunds shall be given for Technical Services Agreements cancelled or terminated during the term, except as expressly set forth herein. The rates herein may be increased upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous term. Technical Services shall be invoiced in advance of each term. At the end of the initial term, this Agreement will automatically renew for successive one-year terms at WSI's then current annual rates unless either party provides written notice of non-renewal at least 30 days prior to the applicable expiration date.

I. SERVICE WSI will provide to Customer best efforts maintenance and repair service

- A.** Support on software and equipment listed on the quotation tab of this agreement hereto. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- B.** Twenty-four hour phone and/or modem support.
- C.** Emergency onsite response 24x7, 365 in cases where a system is not recording.
- D.** Repairs will be performed and replacement parts will be furnished at no charge on a best efforts basis, provided that Customer returns the defective parts. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI personnel will perform the installation or repair of any WSI system on a best efforts basis.
- E.** Installation of equipment, field engineering, change orders or enhancements to basic equipment and software that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality. Onsite work will be done during WSI's regular business hours, except for emergency services.
- F.** All training by WSI will be done at Customer's site or a WSI office between 8 am and 5 pm, Monday through Friday, EST, excluding holidays.

II. CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- A. Customer agrees to pay for any consumable items provided by WSI. Customer agrees to pay for parts that normally wear out if older than 5 years. Customer agrees to pay for the repair of items damaged or dropped by Customer.
- B. WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. The Customer agrees not to load any software on our WSI computer without written permission from the WSI Service Manager. WSI is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items WSI supplies to the Customer to install WSI equipment.
- C. WSI will charge for any installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- D. WSI will charge for any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- E. New additional equipment or software purchases will result in adjustment of maintenance and support charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the term of this Agreement
- F. Service charges for equipment or software or training not covered by this Agreement will also be at the current prevailing Word Systems, Inc. rates.
- G. WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.
- H. WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.

III. EXCLUSIONS WSI will not provide:

- A. Electrical work or cables, plumbing, drilling or carpentry work external to WSI equipment.
- B. Maintenance of accessories, attachments or other devices not furnished by WSI.
- C. Free loaner equipment. WSI recommends the Customer buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
- D. Free repairs for damages from external computer virus contamination.
- E. Free repair for lightning and high voltage power surge damage to our equipment while at the Customer's site.
- F. Operator training by a WSI support technician. See WSI account representative for all training needs.
- G. Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade.
- H. Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.
- I. Movement of equipment to a new location.

Warranty Exclusion: WSI is providing technical services and support in lieu of any warranties or service commitments from WSI to the fullest extent permitted by law, the services herein and the software and equipment are provided "as is." WSI warrants that the equipment and software will operate uninterrupted or error free, or that all defects will be corrected or that they will meet customer's requirements pursuant to Section IA above. WSI does not warrant that the equipment and software will operate in combinations with other equipment, software, or data not provided by WSI. WSI disclaims all warranties, express or implied, with respect to any of the foregoing, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, workmanlike efforts, non-infringement or warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

IV. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid technical service fees for the remainder of the term.

V. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this agreement or the good and services provided, even if advised in advance of the possibility of such damages.

Except with respect to damages caused by WSI's willful misconduct, WSI's liability to customer or any third party arising out of or related to this agreement and the good and services provided shall, for any and all causes and claims regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed \$250,000.00.

VI. CUSTOMER RESPONSIBILITY It shall be the responsibility of the Customer to have equipment protected by WSI approved uninterruptible Power Supply (UPS) and to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual, It is the responsibility of the Customer to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the technical services representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the equipment, immediately upon arrival. Access will be given to him/her for as long as it takes to repair and adequately test the equipment.

VII. TRAINING Training provided with the purchase of a system consists of on-site training upon completion of installation as agreed upon in Exhibit A. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the Customer to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training should Customer require additional training of staff, WSI will invoice Customer at standard WSI training rates.

VIII. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a state court located in Kane County, Illinois or federal court in the Northern District of Illinois. Each party expressly agrees that Kane County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Kane County. The parties hereby submit to the exclusive jurisdiction of those courts.

IX. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.