Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOURNAL TECHNOLOGIES, INC.

This Agreement is entered into this _____ day of _____ , 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Journal Technologies, Inc., hereinafter called "Contractor."

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Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing the services under the terms and conditions set forth herein and in the (i) Professional Services Agreement attached as Exhibit D hereto, and the (ii) Software License, Maintenance and Support Agreement attached as Exhibit C hereto (the "License Agreement"), each of even date herewith and entered into by County and Contractor in connection herewith.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1.   Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

>   Exhibit A—Services
>   Exhibit B—Payments and Rates
>   Exhibit C—Software License, Maintenance and Support Agreement
>   Exhibit D—Professional Services Agreement

2.   Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3.   Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION, THREE HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED AND THIRTY-SEVEN DOLLARS AND FIFTY CENTS ($1,343,637.50). In the event that the County makes any advance payments for implementation services, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4.   Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2019, through November 30, 2022.

5. Termination

This Agreement may be terminated by Contractor or by the Chief Probation Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement for any reason under this Section 5. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged material breach. Contractor shall have thirty days after receipt of such notice to cure the alleged material breach. If Contractor fails to cure the material breach within this period, County may immediately terminate this Agreement without further action.

6. Force Majeure

Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

7. Amazon Government Cloud Criminal Justice Data

Any and all criminal justice data stored in the Amazon Government Cloud (collectively referred to as "Criminal Justice Data") is owned by the County. Upon termination of this Agreement, the Criminal Justice Data will be promptly delivered to the County by Contractor.

8. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

9. Hold Harmless

a. General Hold Harmless

Subject to the provisions of Exhibit D, Section 5 of the Professional Services Agreement, which are binding hereon and incorporated by reference herein, *mutatis mutandis*, Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description caused by or resulting from the negligence or willful misconduct of Contractor and any of Contractor's subcontractors in the performance of any work or services required of Contractor under this Agreement, except to the extent any such loss, expense, claim or suit arose or

resulted from, or was caused by or contributed to by, the negligence of the County or its officers, officials, agents or employees. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. **Intellectual Property Indemnification and Warranties**

Capitalized terms used in this Section 9.b. and not otherwise defined in this Agreement shall have the respective meanings given to them in the License Agreement attached hereto as Exhibit C. Subject to the provisions of Exhibit C, Section 5 of the License Agreement, which are binding hereon and incorporated by reference herein, *mutatis mutandis*, Contractor and County hereby agree as follows:

(a) <u>Licensed Software Warranty</u>. Contractor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Contractor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Contractor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this License Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") of the License Agreement. If at any time during the License Term the Licensed Software fails to perform according to this warranty, County shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of County or any third party not under the control of or authorized by Contractor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of County to utilize the Licensed Software, County shall have the right, on thirty (30) days' notice, to terminate the license and the License Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

(b) <u>Warranty of Law</u>. Contractor represents and warrants that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Contractor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Contractor shall indemnify and hold harmless County from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by County, arising out of or resulting from said breach.

(c) <u>Warranty of Title</u>. Contractor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as County is not in material default hereunder, County shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of the License Agreement; and (iv) Contractor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty"). In the event of a breach of the Title Warranty, Contractor shall indemnify and hold harmless County from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by County, arising out of or resulting from said breach.

(d) <u>No Other Warranties</u>. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS SECTION 9 ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) <u>Duty to Defend</u>. The duty of Contractor to indemnify and save harmless, as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10.   Assignability and Subcontracting

Contractor may use a subcontractor or other third party to assist with the conversions and interfaces, provided that Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

11.   Insurance

a.   General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy (provided that only 10 days' notice shall be provided for any cancellation due to non-payment of premiums).

b.   Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a)	Comprehensive General Liability…	$1,000,000
(b)	Motor Vehicle Liability Insurance…	$1,000,000
(c)	Professional Liability………………..	$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations in effect as of the effective date of the Agreement, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations,

provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation binding on Contractor's performance hereunder as set forth herein, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13.   Non-Discrimination and Other Requirements

a.   General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b.   Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c.   Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d.   Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e.   Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f.   History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i.   termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for

each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15.   Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall cooperate reasonably with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16.   Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17.   Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California..

18.   **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	John T. Keene
Address:	222 Paul Scannell Drive, San Mateo, CA 94402
Telephone:	650-312-8816
Facsimile:	650-312-5597
Email:	jkeene@smcgov.org

In the case of Contractor, to:

Name/Title:	Maryjoe Rodriguez, Vice President
Address:	915 East First St., Los Angeles, CA 90012
Telephone:	213-229-5402
Email:	mrodriguez@journaltech.com

19.   **Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20.   **Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

<div align="center">*   *   *</div>

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: JOURNAL TECHNOLOGIES, INC.

_____   11/14/19   MARYJOE RODRIGUEZ, VP
Contractor Signature   Date   Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

Journal Technologies, Inc.

Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- **Pretrial Services Phase 1 – $325,000 due at initial Go Live of the Licensed Software for the Pretrial Department upon completion of the following Phase 1 milestones ("Initial Pretrial Go Live"), net 30 days:**
    - Intake
    - VPRAI Assessment and Scoring
    - Court Report Generation
    - Record Disposition

- Pretrial Services Phase 2 **– $90,000 due upon completion of the following Phase 2 milestones:**
    - Pretrial Supervision
    - OKTA integration **–** $30,000
    - electronic monitoring interface (ex. SCRAM) **–** $30,000
    - chemical testing interface (Redwood Toxicology) – $30,000

- Pretrial Services Phase 3
    - Public Portal Check-in (reception kiosk)

- Pretrial Services Phase 4 **– $175,000 due upon completion of the following Phase 3 milestones**
    - Interfaces
        - CJI: Booking from Sherriff's Office to Pretrial – $25,000
        - CJI: Release from Sherriff's Office to Pretrial – $25,000
        - CJI: DA filed/not filed (Karpel) to Pretrial – $25,000
        - CJI: Court hearings (arraignment, etc.) from Court to Pretrial – $25,000
        - CJI: Disposition from Court to Pretrial – $25,000
        - CJI: Warrant/revocation memo sent to Court –$25,000
        - Document Exchange: Court Report Document sent/received to/from Court –$25,000

- **Juvenile Traffic –$190,000 for implementation services and $50,000 for data conversion services (i.e., $240,000 total) each due at Go Live of the Licensed Software for the Juvenile Traffic Department ("Juvenile Traffic Go Live"), net 30 days:**
    - Based on the configuration completed in Solano County eProbation
    - Modified for San Mateo County
    - eDMV Interface
    - Data conversion from JTCMS (juvenile traffic legacy application)

The following Requirements Matrixes will be used as a guide. Because the timeline is of utmost importance, JTI and Client will determine the simplest method of delivery for the required deliverables during the initial meetings under the Project Work Plan. If JTI deems a task outside of the scope of the deliverables, a formal change order process will be followed and the timeline for delivery and price will be adjusted equitably. Price and time estimates will be determined by JTI.

ADULT PRETRIAL REQUIREMENTS

Business Area	Requirement Description	COTS	Configurable Solution	Notes
Pretrial Interview (intake)	System must allow both a system admin and end user (i.e. clerical staff) to record a new referral to pretrial regardless of custody status [i.e. in custody and "walk- ins" (out of custody)]	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (i.e. clerical staff) to modify and/or delete a new referral to pretrial regardless of custody status [i.e. in custody and "walk-ins"	x		
Pretrial Interview (intake)	System to notify Probation staff (targeted multiple end user roles such as probation officer and clerical) when the Sheriff's Office has created a new referral for Probation in order to		x	
Pretrial Interview (intake)	System must allow system admin users to view notifications	x		
Pretrial Interview (intake)	System must allow partitioned access to other agencies to create a client or access an existing client and create new booking intake and assign to Pretrial (BPP TBD: Need to determine handoff between SO and PTS - would client creation start w/SO or Probation?)		x	Limited to manual creation and creation by SO interface. Additional requirements are subject to
Pretrial Interview (intake)	System must allow both a system admin and end user (all roles) the ability to search for client's adult record and reference adult record with new and/or existing pretrial referral(s)	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record booking charges while performing intake before an	x		
Pretrial Interview (intake)	System must allow both a system admin and end user to modify and/or update existing charges for a client before an arraignment	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record court appearance details	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to modify and/or delete court appearance details	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record custody status for client	x		

Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record victim information related to a client's pretrial case	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to modify and/or delete victim information related to a client's	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record client's personal demographic information	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record client's personal references demographic information	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record client's criminal history information (prior arrests and	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record bail amount information		x	
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record recommendation for a client for or against SOR	x		
Pretrial Interview (intake)	System should have efile functionality for both a system admin and end user (specific roles) to submit pretrial report to the court		x	
Pretrial Interview (intake)	Based on a checklist of data elements entered in the system, system should produce the pretrial court report (output of the wizard work	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to modify and/or delete the pretrial court report output	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to print the court report output	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to lock final court report (no edits) to read-only	x		
Pretrial Interview (intake)	System must allow system admin user role the ability to configure system workflows (based on a checklist of data elements entered into system)		x	
Pretrial Interview (intake)	System must allow a new PTS referral to move forward in system without an assigned court case number	x		
Pretrial Interview (intake)	System must allow a system admin and end user (specific roles) to assign a court case number once Pretrial receives one from the	x		

Pretrial Interview (intake)	System must be able to embed the VPRAI risk assessment tool questions, answers and scoring results and applicable data elements related to the assessment tool		x	
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record the VPRAI assessment tool release decision, score, risk rate, and outcomes (Pretrial monitoring level)		x	
Pretrial Interview (intake)	Depending on the client's risk score (define risk scores and associated conditions), system should take the score and outcomes to populate the monitoring conditions onto the court report		x	
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to override the score and/or monitoring conditions (BPP TBD: should we be allowed to override the score or conditions or both?)	x		
Pretrial Interview (intake)	Depending on the court's decision, system must allow both a system admin and end user (specific roles) the ability to send notification to SO that client will be detained until arraignment		x	
Pretrial Interview (intake)	System must have a "count down clock" to track the assessment is completed within 24 hours of the booking date and time (date/time client was booked into the	x		
Pretrial Interview (intake)	System must record the date and time when the assessment is sent to the Court (including court report, RAP sheet, VPRAI score, etc.)	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to assign the referral to an assigned staff person	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to receive final charge decision from the DA's office prior to	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to record a client released on SOR before the DA files	x		
Pretrial Interview (intake)	System must interface with DA's CMS to send details when DA files on charges and when they choose to not file		x	

Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to record data elements for a "Promise to Appear"	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to print or send out via messaging service		x	Requirements to be determined and thus subject to an equitable
Pretrial Interview (intake)	Through the messaging service, system must be able to auto enroll client into messaging service until client appears in court (interface)		x	Requirements to be determined and thus subject to an equitable
Pretrial Interview (intake)	System must allow partitioned access from Courts to notify other agencies (Probation, SO) regarding court appearance information when client is released on OR, detained until arraignment, or released on SOR		x	Requirements to be determined and thus subject to an equitable
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to track when a court report was heard or not heard during the in-custody arraignment		x	
Pretrial Interview (intake)	When Probation is notified of the disposition of the case, system should allow both a system admin and end user (specific roles) the ability to track which case(s) were heard during the in-custody arraignment (at this point, client has a court case and can be handled like a regular		x	
Pretrial Interview (intake)	When Probation is notified of the disposition of the case, system should allow both a system admin and end user (specific roles) the ability to track which case(s) were heard during pre-arraignment review (gets signed by ejudge)		x	
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record criminal history for a client on SOR		x	
Pretrial Interview (intake)	System must automatically pre-populate criminal history for a client on SOR if the information already exists in the system		x	

Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) to record the release information: Recommendation for pretrial release type Actual release type Person authorizing the release	x		
Pretrial Interview (intake)	System must allow user to record any overruling of the VPRAI's results from a judge at the time of disposition		x	
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to record a new court report when a client is ordered back on SOR after having been revoked	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to assign/reassign a client to a caseload	x		
Pretrial Interview (intake)	If not embedding VPRAI risk assessment, system should interface with CE Assessments (Automon platform)		x	
Pretrial Interview (intake)	System must allow all users the ability to upload documents and images (i.e. Word, PDF) associated to a particular client record	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to update/modify the original booking charge to the charge that the DA has filed on	x		
Pretrial Interview (intake)	System must allow the court report to be updated/modified with the new/updated charges, replacing the booking charges that were originally in the court report	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to close out a referral if the DA decides to dismiss the case at any time during the process/workflow	x		
Pretrial Interview (intake)	System must allow both a system admin and end user (specific roles) the ability to keep the process/workflow open in a 'pending' status while Probation waits for the DA to file charges (BPP TBD: While we're waiting on DA to file charges, client can be put on SOR. Probation would have to proceed with life cycle of a case while the client is on SOR and without a court case number. Question to Probation Operations and Courts: How to handle this?)	x		
Monitor clients on SOR	System must allow user to record the court order of the arraignment for in custody client and must allow user to change the status of the in-custody client after arraignment		x	
Monitor clients on SOR	System must allow user to record detailed information on scheduled and randomly performed drug tests for a client on SOR.		x	

Monitor clients on SOR	System must allow user to record criminal history for a client on SOR and must automatically pre-populate criminal history for a client on SOR if the information already exists in		x	
Monitor clients on SOR	System must allow user to record detailed client information including but not limited to demographics and contact information for a		x	
Monitor clients on SOR	System must allow user to record SOR conditions for a client when the client is released on Supervised Own Recognizance.		x	
Monitor clients on SOR	System must allow user to record the recommendation for pretrial release type, and the actual release type and the person authorizing the release and the date/time of		x	
Monitor clients on SOR	System must allow user to record detailed information on office visits by the client on		x	
Monitor clients on SOR	System must notify user when a client on SOR has failed to keep an appointment.		x	
Monitor clients on SOR	System must allow user to record detailed information on the initial disposition of the case for the client when was released on SOR.		x	
Monitor clients on SOR	System must allow user to record any overruling of the VRAI's results from a judge at the time of		x	
Monitor clients on SOR	System must allow user to record/edit/delete the client's Pretrial monitoring terms and		x	
Monitor clients on SOR	System must allow user to record the status of the in- custody client through the life of the		x	
Monitor clients on SOR	System must automatically update the status of the client when the client is released on Supervised Own Recognizance (SOR) and record the date and time of release		x	
Monitor clients on SOR	System must allow user the ability to track a client's compliance with terms and conditions and to record any additional details from probation officer's discretion on how to enforce terms and conditions for a client on SOR.		x	
Monitor clients on SOR	System must allow user to record pending cases, and related information for a client on		x	
Monitor clients on SOR	System must allow user to set up recurring appointments for a client on SOR to check in.		x	
Monitor clients on SOR	System must allow the user the ability to record program/service referrals a client participates in (i.e. drug program, county mental health		x	
Monitor clients on SOR	System must allow user to record/edit/delete any violations of the client's pretrial release terms and conditions		x	
Monitor clients on SOR	System must allow user to record/edit/delete the date and time of a client's violation of conditions		x	
Monitor clients on SOR	System must allow user to record/edit/delete services offered to the client as a part of their terms and conditions		x	

			x	
Monitor clients on SOR	When a client is ordered on SOR in court, system must allow user the ability to send pertinent reporting instructions (i.e. schedule appointment to appear at Pretrial to conduct an interview) to the client via a messaging		x	
Monitor clients on SOR	System must be able to distinguish a monitoring start date from the date the judge ordered SOR		x	
Monitor clients on SOR	System must allow user ability to record the name of the judge who did the sentencing		x	
Monitor clients on SOR	System must interface with DA's CMS to send sentencing information (if judge rules for OR or SOR or continue to detain) to the DA's office and alert them to notify Probation and Courts of DA's decision to file or not file charges		x	
Monitor clients on SOR	System must interface with DA's CMS to send information if DA decides to challenge conditions of release to the Probation department and		x	
Monitor clients on SOR	System must have the ability to specify types of contacts made with the client (telephone, UA, office visit, etc.)		x	
Monitor clients on SOR	When case is already closed as a result of a revoke and bench warrant, system must allow both a system admin and end user (specific roles) the ability to create a new SOR intake if judge orders client back on SOR and ability to		x	
Court appearances (i.e. track FTA)	System must allow user to record arraignment date for the in-custody client.		x	
Court appearances (i.e. track FTA)	System must allow user the ability to notify a client of their pending court appearance details by Probation or third party or system		x	
Court appearances (i.e. track FTA)	System must allow user to record if client was reminded of a court date, by Probation or third party or system functionality.		x	
Court appearances (i.e. track FTA)	System must interface with Court application to alert probation officer when a client fails to appear in court		x	
Court appearances (i.e. track FTA)	System must allow user the ability to record court appearance information (i.e. failure to appear status)		x	
Court appearances (i.e. track FTA)	System must interface with Court application to alert probation officer when a client has requested to be put back on calendar		x	
Court appearances (i.e. track FTA)	System must allow the user the ability to interface with Court application to view all cases being heard on the in-custody		x	
Court appearances (i.e. track FTA)	System must allow user the ability to re-open a closed pretrial case as a result of an FTA if judge orders client back on SOR		x	
Court appearances (i.e. track FTA)	System must allow user the ability to record a new court report when a client is ordered back on SOR after having been revoked		x	
Court appearances (i.e. track FTA)	System must allow user the ability to assign/reassign a client to a caseload		x	

			x	
SOR revocation / bench warrant status	System must allow user to record detailed information on any/all SOR violations when a client is released on SOR.		x	
SOR revocation / bench warrant status	System must allow user to record a revocation for a client on SOR		x	
SOR revocation / bench warrant status	When case is already closed as a result of a revoke and bench warrant, system must allow user the ability to create a new SOR intake if judge orders client back on SOR and ability to		x	
SOR revocation / bench warrant status	System must allow user the ability to generate an informational memo to the court via efile informing the court of a client's SOR status		x	
SOR revocation / bench warrant status	System must allow user the ability to record when a client is remanded in court and SOR is revoked		x	
SOR revocation / bench warrant status	System must allow user the ability to update a client's SOR record before client's in custody arraignment hearing if client violates conditions of SOR		x	
Terminating SOR	System must automatically terminate the SOR status for a client when the workflow of case is completed/closed either as a dismissal or		x	
Terminating SOR	System must allow user the ability to close out a case when the DA does not file charges		x	
Terminating SOR	System must allow user the ability to close out a case due to a revocation/bench warrant while client was on SOR		x	
Terminating SOR	System must allow user to record the reason and outcome of a pretrial services termination		x	
Terminating SOR	System must allow user to record the date and time of a pretrial services termination		x	
Terminating SOR	System must allow user the ability to record a successful termination		x	
Terminating SOR	System must allow user the ability to record an unsuccessful termination and ability to record the reason(s)		x	
Terminating SOR	System must allow the user the ability to print closing documents		x	
Miscellaneous	If not embedding VPRAI risk assessment system should interface with CE Assessments (Automon platform)		x	
Common	Unique identifiers		x	

Common	Robusts search functionality against all client information and other variables (in custody locations, hearings coming up, etc.) = fixed and dynamic dashboard, saved cache of recent clients, export function for aggregate search results from multiple parameters (can be on screen or via report)	x		
Common	Client and case consolidation, and	x		
Common	Client summary must reflect the "location" = what office location the supervising PO is assigned to			x
Reports	client's history of interaction with probation - court case related history VS. non-court case related history (ex. Pre-trial, court work) - and see the client's supervision unit/PO (active or of record if historical) - report or summary screen (each type of history should also be viewable on summary screens in the respective entry	x		
Administrative Requirements	Closed case/client --> open (preferably end user capability - must have "reason" code			x
Administrative Requirements	Multiple levels of delete capability for user error (permissions based, but master delete of transaction records at administrator role) - documentation regarding dependency tables	x		
Administrative Requirements	Partitioned Access to Various agencies that need access to enter data against either client records directly OR specialized screens (ex. School attendance should not be by client record, Multi- Disciplinary Team (MDT) supervision)		x	In-scope limited to training on how to configure the portal access. Additional
Administrative Requirements	Administration of embedded assessment tools - changing values, scoring algorithm, etc. to			x
Administrative Requirements	weighted caseload assignments			x
Administrative Requirements	ability to create new word-based forms with bookmarks and tagging - update existing forms without fully recreating			X

Administrative Requirements	Transferring whole or most of a PO's active clients (on caseload) from one PO to one or more PO's from within the same screen. (mass transfers of clients). Should be able to keep some clients on their caseload and transfer one at a time as well. BPP TBD: Operations to determine if there are one or more scenarios where a client could be assigned to a PO at the Intake stage (if client already has a referral or SOR) rather than a	x		
Administrative Requirements	role/sub role - applying template of permissions so you can "get all" instead of single user clicks			x
Interfaces	method to electronically transmit Pretrial report to Courts. (include Tyler Odyssey efiling, and non-court number required		x	
Forms	e-signing forms for the client during the workflow process (in the interview)	x		
Forms	Promise to Appear form for Pre-Trial		x	
Notifications	sending notifications via classifications/locations/units vs one+		x	
Ease of Use	Images/Documents section is taggable against client/case specific tags.	x		
Ease of Use	Court Officer duties require a special workflow, ease of use and business		x	
Ease of Use	multiple application instances - to view separate clients without losing place	x		

JUVENILE TRAFFIC COURT BUSINESS REQUIREMENTS

Business Area	Requirement Description	COTS	Configurable Solution
Intake	System must allow both a system admin and end user (all roles) the ability to search for a client's juvenile traffic record and reference said record with new/existing traffic referrals.	X	

Intake	System must allow both a system admin and end user (all roles) to record whether the referral came from Juvenile Probation and referred to Traffic based on offense(s). Starts a 5-business day deadline to respond.		X
Intake	System must allow both a system admin and end user (all roles) to accept or deny the referral (and denied reason) when it comes from Juvenile Probation, and notify the sender of outcome via email (Juvenile Probation Records clerk or ASC). If denied, case is closed.		X
Intake	System must allow both a system admin and end user (all roles) to refer a juvenile citation to Juvenile Probation and notify the recipient via email (Juvenile Probation Records clerk OR ASC). Starts a 5-business day deadline to respond.		X
Intake	System must allow both a system admin and end user (all roles) to record whether a citation referred to Juvenile Probation was accepted or denied (and denied reason). If accepted, case is closed.		X
Intake	System must allow both a system admin and end user (all roles) to generate letter notifying client when a case has been transferred to Juvenile Probation.	X	
Intake	System must notify responsible user when 5 business day deadline to accept/deny transfer is due and past due.	X	
Intake	System must allow both a system admin and end user (all roles) to record all information on the citation (or relevant information on the Juvenile Crime Report) as part of the intake process.	X	
Intake	System must be able to recommend to the end user whether to execute a workflow for the case as a fine, fine + correctable, or in-person hearing based on the initial referral information provided.	x	
Intake	System should allow both a system admin and end user (all roles) to select an alternate workflow (fine, fine + correctable, or in-person hearing) other than what the system recommends by default, and must provide a reason.	X	
Intake	System should allow both a system admin and end user (all roles) to initiate a transfer out process if client's residence is outside the county. System should allow end user to also receive transfer-ins from other counties and record the sending/receiving location and whether case is accepted/rejected and reason.		X
Citations with Fine and/or Correctable	System should allow both a system admin and end user (all roles) to identify each individual violation as "correctable only", "fine and correctable", or "fine only".		

Citations with Fine and/or Correctable	System must allow both a system admin and end user (all roles) to add, modify and remove violations to the citation. All changes should be recorded as part of case history. Removed violations should NOT be deleted and still show up as part of the case history.	x	
Citations with Fine and/or Correctable	System should auto-calculate the total amount due for all applicable violations.	x	
Citations with Fine and/or Correctable	System should allow both a system admin and end user (all roles) to record the due date for each individual violation. If all violations have the same due date, system should allow user to apply date to all violations at one time. (ex. Correctable have a default 30-day deadline)		X
Citations with Fine and/or Correctable	System should calculate the initial due date for the citation as an entirety, and track all due dates in chronological order by most current.		X
Citations with Fine and/or Correctable	System should calculate the distribution of funds for each violation separately.	X	
Citations with Fine and/or Correctable	If a violation is removed, the system should also recalculate the total amount due, distribution of funds, and due dates.	X	
Citations with Fine and/or Correctable	System should not associate the label so "fine", "fine + correctable", or "correctable" to the overall citation/case.		X
Citations with Fine and/or Correctable	System should allow both a system admin and end user (all roles) to close the citation when all fines are paid and proof of correction (as applicable) is produced for all violations in the citation within due date.	X	
Citations with Fine and/or Correctable	System must allow user both a system admin and end user (all roles) to record "contest" from the client for a citation as an entirety within the due date on the citation.	X	
Paying Fine and/or Correctable	System must allow both a system admin and end user (all roles) to record payment for each individual violation within the due date.	X	
Paying Fine and/or Correctable	Hierarchy Rule #1: System must apply payments until fines are paid completely in the following order of violation type: fine only, fine + correctable, and then correctable.	X	

Paying Fine and/or Correctable	Hierarchy Rule #2: When there is more than one of the same violation type, system must apply payments to the violation with the nearest due date first.	X	
Paying Fine and/or Correctable	Hierarchy Rule #3: When there is more than one of the same violation type with the same due date, system must apply payments to the violation with the highest fine amount due first.	X	
Paying Fine and/or Correctable	Hierarchy Rule #4: If a check bounces, the returned check fee is applied to the referral the payment was applied to. If the check was applied to multiple referrals, the bounced check fee is applied to the oldest open citation with outstanding balance, regardless of Hierarchy Rules 1-3.	X	
Paying Fine and/or Correctable	System must allow both a system admin and end user (all roles) to record payment in partial or full amount for one or more violations, an entire citation, or multiple citations at once, with appropriate distribution of funds "behind the scenes".	X	
Paying Fine and/or Correctable	System must allow both a system admin and end user (all roles) to record payment with multiple payment methods (cash, check, money order, credit card) in a single payment record.	X	
Paying Fine and/or Correctable	System must close citation when all fines are paid and proof of correction (as applicable) is produced for all violations in the citation within due date.	X	
Paying Fine and/or Correctable	System must allow both a system admin and end user (all roles) to record when proof of a correctable has been received and update the case record.	X	
Paying Fine and/or Correctable	System should auto-schedule a court hearing, or notify system admin and end user (all roles) to schedule a court hearing if a fine and/or correctable is not completed within 30 calendar days.	X	
Paying Fine and/or Correctable	System should notify both a system admin and end user (all roles) if client has a scheduled hearing and pick up a fine, correctable, or fine + correctable. That citation would also be handled in court, even though independently it would not.		X
Hearing	System must allow both a system admin and end user (all roles) to schedule a hearing date and time at the overall citation level and note whether it was a scheduled or walk-in event.	X	
Hearing	System must allow a system admin and end user (role-based) to config a preset calendar of hearing dates and time slots. Configuration should include length of each slot and black-out dates or time slots. Configuration should also include slots as designated for walk-in's only.	X	

Hearing	When the user is scheduling a hearing, system should suggest the next available time slot to schedule and allow user to select it or another slot.	X	
Hearing	The system should provide a message to the user if the client already has an existing time slot for another citation. User can select the same slot, select an adjacent slot (so two hearing are scheduled back-to-back if available), or cancel the pre-existing timeslot and select a new one when multiple citations can be heard.		X
Hearing	System should allow both a system admin and end user (all roles) to select one or more timeslots and cancel at the same time.	X	
Hearing	If one or more pre-existing time slots are canceled, system should require user to enter a reason code, and denote whether the slot can be freed up and utilized again or blacked out.	X	
Hearing	System should allow the Traffic Hearing Officer user role to view a calendar view of all scheduled hearings by month, week and day. Scheduled slots should show time, client name as a hyperlink to client summary record and citation #s as hyperlinks to citation-specific detail screens (one click to start disposition). Time slots passed should show if a client was seen (disposed) or no-show.		X
Hearing	When viewing the citation-specific detail screen, system should allow the Traffic Hearing Officer to one-click and launch a deposition wizard that allows any/all updates to the case including adds, reduce/dismiss violations, dispositions, conditions, fines.	X	
Hearing	System should allow the Traffic Hearing Officer user role to easily view/navigate between the disposition wizard screen and any client history screen without manually saving or losing the record.	X	
Hearing	System should allow the Traffic Hearing Officer user role to record a disposition for each violation separately in the citation, but record conditions at the overall citation level.		X
Hearing	System should automatically calculate and display Total Amount imposed as fines in the conditions screen, as well as the Financials screen.	X	
Hearing	System should allow both the system admin and end user (all roles) to generate the Traffic Order with all necessary case details for the client - possible on-screen client e-signature.	X	

Hearing	If the case reviewed at a hearing was a contested fine, fine + correctable or correctable, system must allow the Traffic Hearing Officer to update the disposition and conditions of the citation(s). All citation history should be viewable, not overwritten or hidden from user view.		X
Hearing	System should allow both the system admin and end user (all roles) to add and reduce fine amounts to one or more violations and include a reason code. Updates to fine amounts should re-calculate distributions to appropriate fund buckets.	X	
Hearing	System should allow the end user (all roles) to toggle between all relevant information related to a case and edit/update the Disposition information - original citation or police report, notice to appear, relevant DMV information (updated rap sheet run day before hearing), associated juvenile probation history (if applicable), and complete Disposition entry without losing spot.	X	
Court Appeal Process	System should allow both the system admin and end user (all roles) to record a client's request to appeal the disposition of a citation. Client is responsible for requesting Juvenile Court review (not Traffic).		X
Court Appeal Process	If Juvenile Courts accept appeal request, system should allow both the system admin and end user (all roles) to record the Courts acceptance and "pause" all due dates and fines. Staff would schedule another hearing to "re-hear" the case.		X
Court Appeal Process	System should allow both the system admin and end user (all roles) to record the decision made by Juvenile Court Judge on "Request to Appeal" for a case.		X
Court Appeal Process	System should allow both the system admin and end user (all roles) to schedule a re-hearing on the Hearing calendar. (All standard hearing update functions apply.)	X	
Payments	System should all both the system admin and end user (all roles) to record a payment event into a client's record, including payment method and amount.	X	
Payments	System should auto-generate a payment receipt (in non-editable format) after user successfully saves a payment record. Separate receipts should be generated per citation.	X	
Payments	If payment reconciliation is required, system should allow both the system admin and end user (all roles) to add corrections to the client's ledger, which should auto-calculate total amount paid and balance due.	X	

Payments	If payment is voided, system should generate a new report/receipt and denote the previous receipt as voided.	X	
Payments	System should auto-generate unique Receipt numbers per receipt, and record that tied to the payment/receipt record.	X	
Payments	System should allow both the system admin and end user (all roles) to record detailed information when a check is bounced for a prior payment, including updates to affected payment, receipt, applying bounced check fee, total amount due, fine distributions to fund buckets.	X	
Payments	System should display all payment transactions and updates, including voided payments, reconciled payments and bounced checks, as part of the client's ledger.	X	
Payments	When applicable, system should allow both the system admin and end user (all roles) to set up a payment schedule for the client, which should auto-calculate one or more due dates and fine amounts per due date.	X	
Batch Deposit	System should allow end user to initiate a "Close Batch" workflow, including an "are you sure" prompt before it executes.	X	
Batch Deposit	Close Batch Process Step 1: System should generate the daily batch report listing total monies to be deposited.	X	
Batch Deposit	Close Batch Process Step 2: System should allow user to record drawer contents as part of batch closure process.	X	
Batch Deposit	Close Batch Process Step 3: System should allow user to record discrepancies, if applicable. Or record "no discrepancies".	X	
Batch Deposit	Close Batch Process Step 3a: If discrepancies and user cannot reconcile, system should require user to record reason for non-resolution. System should require a Supervisor role's approval to continue.	X	
Batch Deposit	Close Batch Process Step 3b: If it can be resolved, system should allow user to record corrections in system and generate payment reconciliation for client(s)' when applicable (letter/receipt?).	X	

Batch Deposit	Close Batch Process Step 4: System should generate report for non-resolved discrepancies, resolved discrepancies, and payment reconciliation report.	X	
Batch Deposit	Close Batch Process Step 6: System should generate final report by: 1) payments received - amounts and methods; 2) payments allocated to appropriate fund buckets by configured fine schedule(s).	X	
Batch Deposit	After Close Batch workflow complete, system should automatically open new Batch for next cycle of payments, including an auto-generated unique batch number.	X	
Fine Schedule Configuration	System should allow system admin to configure fine amounts (by dollar) for each violation as applicable for each County bucket, including base fine amount.	X	
Fine Schedule Configuration	System should allow system admin to configure fine amounts (by percentage) for each violation as applicable for each State bucket, including base fine amount. Should also be viewable as dollar amount of total sum.	X	
Fine Schedule Configuration	System should allow system admin to configure new distribution buckets with specific dollar amounts or percentages.	X	
Fine Schedule Configuration	System should allow system admin to configure fines and distribution for correctable violations, traffic school violations, and fine only violations. All updates should be recorded in a viewable/exportable log.	X	
Fine Schedule Configuration	System should allow system admin to configure DMV points for each violation.	X	
Fine Schedule Configuration	System should allow system admin to configure fine and distribution for bounced check fees.	X	
Fine Schedule Configuration	System should allow system admin to configure more than one active fine schedule and distribution based on year of update - fines/fees for client records should leverage appropriate fine schedule based on date of offense.	X	
Disposition	System should allow both system admin and end user (all roles) to record the defendant's plea.	X	

Disposition	System should allow both system admin and end user (all roles) to record when the client is a "no show" for their hearing date/time. System should generate a no-show letter to defendant with a deadline of 15 days to respond.	X	
Disposition	System should allow system admin to configure which dispositions/conditions result in an automatic report to DMV via integration. (traffic school - notice of completion and failure to submit/conviction, suspended and restricted licenses, etc.)	X	
Disposition	System should allow both system admin and end user (LOS) to verify electronic transmissions of data to DMV. (User must have CLETS certification)	X	
Disposition	System should allow both system admin and end user (all roles) to record if traffic school is ordered, when fee is successfully paid, and when traffic school is successfully completed or failure to submit/conviction.	X	
Disposition	System should allow both system admin and end user (all roles) to record if defendant is ordered a suspended license. Less than 30 days - Traffic keeps license with return by date to def. More than 30 days - DMV record entry and mailed license process.	X	
Disposition	System should allow both system admin and end user (all roles) to record if defendant is ordered a restricted license including details of the restrictions and length of time. Restricted license terms reported to DMV.	X	
Disposition	System should allow both system admin and end user (all roles) to record when a case is dismissed or terminated. System admin should define trigger conditions to send updated abstract record to DMV.		X
Disposition	System should allow both system admin and end user (all roles) to record when a case has been modified or conditions retracted by hearing officer. System admin should define trigger conditions to send updated abstract record to DMV.		X
Disposition	System should guide both system admin and end user (all roles) in a review of all open areas of case/client record before allowing case/client closure and termination.		X
Batch Letters	System should allow both system admin and end user (all roles) to print a batch of the same letter template for multiple clients requiring the same notification based on the life of the case.	X	
Batch Letters	System should record a case note and apply a PDF copy of a batch-generated letter to each individual client record.	X	

Category	Requirement		
Kiosk	System should allow client to "check in" via a kiosk station. Denote whether he/she is a youth or parent of youth, if they are a walk-in or scheduled hearing, and citation # or NEW CLIENT if applicable.		X
Kiosk	System show notify end user (all roles) when a client has checked into the lobby.		X
Sealings	System should allow both system admin and end user (all roles) to record if a sealing has been requested on the record.	X	
Sealings	System should guide both the system admin and end user (all roles) in a review of all case details for eligibility for sealing. If condition not met, system should notify end user of reason for inability to approve sealing.		X
Sealings	System should generate a report of all pertinent client/case information to be sent to juvenile probation for sealing request.		X
Sealings	System should allow user to seal entire client record in Traffic. (Unknown if this should trigger a DMV record update or not.)	X	
Sealings	System should allow system admin and end user (supervisor only) ability to "unseal" one or more violations, citations or entire client record in Traffic AND include a reason code.	X	
Sealings	System should all system admin to configure reports/statistics to include sealed records in certain counts and metrics, without revealing client information in the detailed report. Client should be listed by citation/case information, but not with client information or demographics - show name as "sealed" or other option.	X	

Exhibit B

Journal Technologies, Inc.

Payments

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Payment shall be made within thirty (30) days upon receipt of the contractor's original invoice and approved by the Chief Probation Officer or his designee. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION, THREE HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED AND THIRTY-SEVEN DOLLARS AND FIFTY CENTS** ($1,343,637.50**)** and the County shall have the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

B. Pricing and Fee Schedule

- Pretrial Services Phase 1 – **$325,000 due at initial Go Live of the Licensed Software for the Pretrial Department upon completion of the following Phase 1 milestones ("Initial Pretrial Go Live"), net 30 days:**
  - Intake
  - VPRAI Assessment and Scoring
  - Court Report Generation
  - Record Disposition

- Pretrial Services Phase 2 – **$90,000 due upon completion of the following Phase 2 milestones:**
  - Pretrial Supervision
  - OKTA integration **–** $30,000
  - electronic monitoring interface (ex. SCRAM) **–** $30,000
  - chemical testing interface (Redwood Toxicology) – $30,000

- Pretrial Services Phase 3
  - Public Portal Check-in (reception kiosk)

- Pretrial Services Phase 4 – **$175,000 due upon completion of the following Phase 3 milestones**
  - Interfaces
    - CJI: Booking from Sheriff's Office to Pretrial – $25,000
    - CJI: Release from Sheriff's Office to Pretrial – $25,000
    - CJI: DA filed/not filed (Karpel) to Pretrial – $25,000
    - CJI: Court hearings (arraignment, etc.) from Court to Pretrial – $25,000
    - CJI: Disposition from Court to Pretrial – $25,000
    - CJI: Warrant/revocation memo sent to Court –$25,000
    - Document Exchange: Court Report Document sent/received to/from Court –$25,000

- Juvenile Traffic – **$190,000 for implementation services and $50,000 for data conversion services (i.e., $240,000 total) each due at Go Live of the Licensed Software for the Juvenile Traffic Department ("Juvenile Traffic Go Live"), net 30 days:**

- Based on the configuration completed in Solano County eProbation
- Modified for San Mateo County
- eDMV Interface
- Data conversion from JTCMS (juvenile traffic legacy application)

Annual License, maintenance, support and hosting fees (assumes a CPI adjustment rate in an amount not to exceed 5% annually, vendor will honor CPI rate increase per https://www.bls.gov/regions/west/ca_sanfrancisco_md.htm as of each anniversary of go-live date)

- If User license base is 50 and storage used is 2 TB as set forth in Exhibit 1 to Exhibit C:
  - Total annual License, maintenance, support and hosting fees not to exceed:
    - December 2019-November 2020 - $90,000
      - $50,000 annual license, maintenance and support fees
      - $40,000 annual hosting fees
- If User license base is 51-100 per vendor calculations and storage used is 2 TB:
  - Total annual License, maintenance, support and hosting fees not to exceed:
    - December 2020-November 2021 - $162,750
      - $94,500 annual license, maintenance and support fees
      - $68,250 annual hosting fees
    - December 2021 – November 2022 - $170,887.50
      - $99,225 annual license, maintenance and support fees
      - $71,662.50 annual hosting fees

- Contingency Fund unplanned, out of scope work - $90,000
  - Current rate is $175/hr, not to exceed $250/hr for term of contract
  - $250/hr x 10hrs = $2500/month x 36 months = $90,000
  - There is no CPI adjustment to this hourly rate.

Each party shall complete its respective obligations with respect to the delivery, installation, configuration and implementation on or before the milestone completion dates identified in the table below. These dates may change if the County changes the requirements or delays the date.

Year 1: 12/1/2019 to 11/30/2020	Estimated Date	Description	Amount	Notes
	December 2019	Pretrial Phase I implementation	$325,000	
	December 2019	Annual License, maintenance, support and hosting fees	$90,000	
	April 2020	Pretrial Phase II	$90,000	OKTA, SCRAM, Redwood Toxicology Interfaces
	October 2020	Pretrial Phase III	$0	Public portal/kiosk

	October 2020	Pretrial Phase IV implementation	$175,000	CJI (as listed above) and DocX integrations
		Contingency Funds	$30,000	labor hours only
TOTAL YR 1			**$710,000**	

Year 2: 12/1/2020 to 11/30/2021	Estimated Date	Description	Amount	Notes
	December 2020	Annual License, maintenance, support and hosting fees	$162,750*	*assumes maximum of 5% CPI adjustment and 2TB of storage used. Annuals fees will not exceed this amount.
	October 2021	Juvenile Traffic	$240,000	Includes JTCMS conversion fees
		Contingency Funds	$30,000	labor hours only
TOTAL YR 2			**$432,750.00**	

Year 3 12/1/2021 to 11/30/2022	Estimated Date	Description	Amount	Notes
	December 2021	Annual License, maintenance, support and hosting fees	$170,887.50*	*assumes maximum of 5% CPI adjustment and 2TB of storage used. Annuals fees will not exceed this amount.
		Contingency Funds	$30,000	labor hours only
TOTAL YR 3			**$200,887.50**	

Fiscal Year	Total Amount	
2019-2020	$710,000.00	
2020-2021	$432,750.00	
2021-2022	$200,887.50	
TOTAL CONTRACT AMOUNT		$1,343,637.50

C. Contractor shall mail via USPS the original, signed, hard copies of invoices and activity reports to **Kimberly Honciano, IT Manager,** San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. In addition, contractor shall email copies of the original, signed invoiced and activity reports to both **Kimberly Honciano, IT Manager**, at khonciano@smcgov.org AND **Fiscal Services Unit** at prob_accounts_payable@smcgov.org.

Performance Measures:

Measure	FY 2019-20 Target	FY 2020-21 Target	FY 2021-22 Target
Percent of pretrial defendants assessed through the V-PRAI in the case management system	100%	100%	100%
Percent of collected juvenile traffic fines distributed	100%	100%	100%

Exhibit C

Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "**License Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and The County of San Mateo (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit 1 ("LICENSE, MAINTENANCE AND SUPPORT FEES AND HOSTING AND STORAGE FEES"), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees; Hosting and Storage Fees").

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

(3) unauthorized access to or acquisition of Customer Data;

(4) a loss of Customer Data;

(5) a ransom or cyber extortion demand involving Customer Data;

(6) misuse of Customer Data; or

(7) an actual or alleged failure to:

(a) provide adequate notice, choice, consent, access, or security regarding Customer Data;

(b) take appropriate steps to ensure the accuracy of Customer Data;

(c) adequately minimize the collection, processing, use, or retention of Customer Data; or

(d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8   **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9   **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10   **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11   **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12   **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees

who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2.   LICENSE

    2.1   Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this License Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and Hosting and Storage Fees for such Users and is not otherwise in default under this License Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this License Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

    2.2   License Term and Fees.

        2.2.1   License Term. The License Term shall commence on the date of initial Go Live; provided that the License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees and Hosting and Storage Fees have been received by Licensor). The License Term shall continue until the third anniversary of the date of final Go Live, and shall thereafter automatically renew for successive one-year periods (the "**License Term**"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

        2.2.2   License, Maintenance and Support Fees; Hosting and Storage Fees. Licensee shall make payment of the License, Maintenance and Support Fees and Hosting and Storage Fees to Licensor based on the number of Users and calculated in accordance with Exhibit 1, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the

License Term for the Pretrial Department must be paid prior to Initial Pretrial Go Live (as such term is defined in Exhibit 1 to the Professional Services Agreement) in accordance with the proviso set forth in Section 2.2.1; and provided further that the License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the License Term for the Juvenile Traffic Department must be paid prior to Juvenile Traffic Go Live (as such term is defined in Exhibit 1 to the Professional Services Agreement) in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees and Hosting and Storage Fees are subject to increase in accordance with Exhibit 1. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees and Hosting and Storage Fees, calculated according to Exhibit 1, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

    2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 ("Licensor's Responsibilities") shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

    2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

    2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit 2 ("SOURCE CODE ESCROW AGREEMENT"). Licensee shall complete the beneficiary enrollment form and provide the completed form to Licensor for submission to

InnovaSafe. Licensor shall pay the annual beneficiary fee for Licensee to InnovaSafe for each year of the License Term. Licensor will update application source code a minimum of four (4) times per calendar year. Licensor will notify Licensee in writing each time escrow code or any updates to the escrow agreement are completed.

2.2.6   Hosted Services. If Licensee desires for Licensor to provide hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit 3 ("HOSTED SERVICES"), and to Licensee's payment of the requisite hosting and storage fees referenced therein and set forth in Exhibit 1 for all periods during which Licensor provides Hosted Service.   Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit 3 to this License Agreement upon Licensee's request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.

3.   MAINTENANCE AND SUPPORT

3.1   Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees and Hosting and Storage Fees described in Section 2.2.2, and subject to all of the terms and conditions of this License Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2   Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. If a Critical (as defined below) situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension. Support for interfaces provided by Licensor using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.2.1   Patching. Licensor will manage all security patches for the application and database operating systems. In alignment with Licensee's policy to patch systems every 30 days, Licensor will run

monthly scan to determine if a patch is necessary and notify Licensee of each outcome. If a patch is necessary, Licensor will coordinate with Licensee to schedule the appropriate activities. Licensee system administrator(s) can view the eSupervision application version, patch version, memory and hardware configuration instance at any time via application System Status.

3.2.2   Application Version Updates. Licensor recommends Licensee ensure that it is no more than "minus 2" Long Term Support (LTS) versions behind the most current version of the application available, and if the Licensee is less current than that, Licensor may charge Licensee for the additional work it will take to update this Licensed Software to the most current version. If an application or database version update is recommended or required, Licensor will notify Licensee to review potential impacts, coordinate testing and schedule the upgrade. This applies to production and non-production environments.

3.2.3   Operating System Updates. If an application and or database upgrade requires an update to the server operating system or other application platform software (ex. MS Sql Server, Java, Apache, etc.), Licensor is responsible for completing the upgrade and all associated costs. Licensor will notify Licensee to review potential business impacts, coordinate testing, and schedule the upgrade. This applies to production and non-production environments.

3.3   Conditions to Receive Support.

3.3.1   Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.3.2   Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4   Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4.   WARRANTY. The intellectual property warranties and indemnities provided hereunder are set forth in Section 9.b. of the master Agreement between the County of San Mateo and Journal Technologies, Inc. of even date herewith (the "**Master Agreement**"), and to which this License Agreement is attached as Exhibit C.

5.   LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE AGREEMENT OR THE MASTER AGREEMENT, NEITHER PARTY SHALL BE

LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS LICENSE AGREEMENT OR THE MASTER AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS LICENSE AGREEMENT OR THE MASTER AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS LICENSE AGREEMENT OR THE MASTER AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM. MOREOVER, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF EXHIBIT 3 OR THE HOSTED SERVICE PROVIDED FOR THEREIN EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF HOSTING FEES PAID HEREUNDER TO LICENSOR FOR THE PRIOR TWELVE MONTHS OF THE HOSTING TERM.

6.   CONFIDENTIALITY

        6.1   Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this License Agreement from accidental or unlawful access or unauthorized or improper disclosure.   Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within five (5) business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

        6.2   Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this License Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third-party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within five (5) business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by

Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

6.3   Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4   Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this License Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this License Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7.   TERM AND TERMINATION

7.1   Term. The term of this License Agreement shall expire at the end of the License Term or, if earlier, upon termination of this License Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2   Termination by Licensor.

7.2.1   Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this License Agreement (but reserving cumulatively all other rights and remedies under this License Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2   Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this License Agreement (but reserving cumulatively all other rights and remedies under this License Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3   Termination by Licensee. Licensee shall have the right to terminate this License Agreement (reserving cumulatively all other rights and remedies under this License Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this License Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this License Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4   Actions Upon and Following Termination. Termination of this License Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this License Agreement.

8.   GENERAL

8.1   Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this License Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2   No Third Party Beneficiaries. This License Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this License Agreement to maintain a suit to enforce or take advantage of its terms.

8.3   Severability. In the event any one or more of the provisions of the License Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this License Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

Pretrial Department

eProbation®

1.   Licensed Software: eProbation®. The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the License Agreement.

2.   Annual eProbation® License, Maintenance and Support Fees: $33,000 (and adjusted for any CPI increase after the first year), which includes:

(a) Licensed Software licenses for up to 25 agency Users (i.e., Users identified in clause (a) of the definition of "User" in Section 1.12).

(b) 5 additional licenses (i.e., 20% of agency Users) for unlimited use of the eProbation® Public Portal by other governmental agencies including those accessing the Licensed Software via interfaces or the Public Portal (i.e., Users identified in clause (b) of such "User" definition).

(c) 3 additional licenses (i.e., 10% of agency Users) for unlimited use of eProbation® Public Portal by public Users (i.e, Users identified in clause (c) of such User definition).

For a total of 33 User licenses.

If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below (and applying the sum of the then current number of the Pretrial and Juvenile Departments' eProbation® User licenses to determine which User Group row (based on such aggregate User license number) to use in the table below to obtain the correct Per License amount for each User added or subtracted), but subject in all events to a minimum aggregate annual License, Maintenance and Support Fee for all Licensee Users hereunder of at least $50,000:

Pricing Table for System User Licenses for Centralized System*

| User Groups | Licenses | Annual License and Maintenance and Support Fees | |
		Per License	For Group
1-50	50	$ 1,000	$ 50,000
51-100	50	800	40,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

An annual CPI adjustment will automatically be applied to the annual License, Maintenance and Support Fees for each year of the License Term after the first year.

3.   Annual eProbation® Hosting and Storage Fees: $27,000 (and adjusted for any CPI increase after the first year of the License Term), which includes 1TB of database storage and 1TB of document storage with each additional TB priced per the table below.

Tier TBs	Amount per TB
1	Included
2-10	$1,100
11+	600

If the number of agency Users increases or decreases, the annual Hosting and Storage Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum aggregate annual Hosting Fee for the Hosted Service (for all Licensee departments) under this License Agreement of $40,000:

Pricing Table for System User Licenses for Centralized System

| User Groups* | Licenses | Annual Hosting Fees | |
		Per User	For Group
1-50	50	$800	$40,000
51-100	50	500	25,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

Juvenile Traffic Department

eProbation®

1.   Licensed Software: eProbation®. The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the License Agreement.

2.   Annual eProbation® License, Maintenance and Support Fees: $17,000 (and adjusted for any CPI increase after the first year), which includes:

> (a) Licensed Software licenses for up to 13 agency Users (i.e., Users identified in clause (a) of the definition of "User" in Section 1.12).

> (b) 3 additional licenses (i.e., 20% of agency Users) for unlimited use of the eProbation® Public Portal by other governmental agencies including those accessing the Licensed Software via interfaces or the Public Portal (i.e., Users identified in clause (b) of such "User" definition).

> (c) 1 additional licenses (i.e., 10% of agency Users) for unlimited use of eProbation® Public Portal by public Users (i.e, Users identified in clause (c) of such User definition).

> For a total of 17 User licenses.

If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below (and applying the sum of the then current number of the Pretrial and Juvenile Departments' eProbation® User licenses to determine which User Group row (based on such aggregate User license number) to use in the table below to obtain the correct Per License amount for each User added or subtracted), but subject in all events to a minimum aggregate annual License, Maintenance and Support Fee for all Licensee Users hereunder of at least $50,000:

Pricing Table for System User Licenses for Centralized System*

		Annual License and Maintenance and Support Fees	
User Groups	Licenses	Per License	For Group
1-50	50	$ 1,000	$ 50,000
51-100	50	800	40,000

> *The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

An annual CPI adjustment will automatically be applied to the annual License, Maintenance and Support Fees for each year of the License Term after the first year.

3. **Annual eProbation® Hosting and Storage Fees:** $13,000 (and adjusted for any CPI increase after the first year of the License Term), which includes 1TB of database storage and 1TB of document storage with each additional TB priced per the table below.

Tier TBs	Amount per TB
1	Included
2-10	$1,100
11+	600

If the number of agency Users increases or decreases, the annual Hosting and Storage Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum aggregate annual Hosting Fee for the Hosted Service (for all Licensee departments) under this License Agreement of $40,000:

<table>
<tr><td colspan="4" align="center">Pricing Table for System User Licenses for
Centralized System</td></tr>
<tr><td></td><td></td><td colspan="2" align="center">Annual Hosting Fees</td></tr>
<tr><td>User
Groups*</td><td>Licenses</td><td>Per User</td><td>For Group</td></tr>
<tr><td>1-50</td><td>50</td><td>$800</td><td>$40,000</td></tr>
<tr><td>51-100</td><td>50</td><td>500</td><td>25,000</td></tr>
</table>

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

In addition to the annual Hosting and Storage Fees that will be charged during the License Term as set forth above, if Licensee elects to have Licensor host the data conversion testing environment during the project implementation phase prior to Go Live, then Licensee shall pay Licensor a monthly fee of $1,080/month for such hosted services provided prior to Go Live (but there shall be no monthly fee payable for the first two months of such pre-Go Live hosted services). The aggregate total monthly fees for such pre-Go Live hosting services (which shall be pro-rated for any partial month) shall be payable by Licensee in two equal installments, the first payable prior to Go Live with Licensee's payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the License Term, and the second payable upon the first anniversary of the date of Go Live with Licensee's payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the second year of the License Term.

EXHIBIT 2
SOURCE CODE ESCROW AGREEMENT

INNOVASAFE, INC.®
Intellectual Property Risk Management

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.

- Beneficiary specific terms and conditions may be required.

- Modifiable Agreement is required

- Services include:
    o Complete client service
    o Fees Locked For the Initial Term
    o Physical or Electronic Deposits
    o Quarterly Deposits Included
    o No Additional Storage Fee
    o Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com**

This Software Source Code Escrow Agreement ("Agreement"), number 2738, effective as of the date signed by the Depositor ("Effective Date"), is made and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"*Beneficiary*" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"*Beneficiary Enrollment Form*" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"*Designated Beneficiary*" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"*Description of Escrow Deposit*" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"*Escrow Deposit*" or "*Deposit*" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"*License Agreement*" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"*Replacement*" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"*Software*" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"*Source Code*" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"*Update*" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 <u>Initial, Additional, and Duplicate Deposits</u>: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

        2.2   Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

        2.3   Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

        2.4   Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

        2.5   Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3.   BENEFICIARY ENROLLMENT PROCEDURES

        3.1   Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

        3.2   Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

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Account#2738

from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4.   DEPOSIT RELEASE PROCEDURES

4.1   Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2   Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3   Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4   Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5.   FEES AND PAYMENTS

5.1   Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6.   TERM AND TERMINATION

6.1   Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2   Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3   Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit.   InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed.   Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4   Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5   Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.   .

7.   REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1   No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2   Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 <u>Records of Deposits</u>: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 <u>Confidentiality and Storage of Deposits</u>: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 <u>Reliance and Suspension of Performance</u>: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 <u>Indemnification</u>:

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs

and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4   Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5   (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or it implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10.   NOTICES

10.1   <u>Notices and Notice Address</u>: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1st. St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	~~c/o claudia_nading@dailyjournal.com~~ maryjoe.rodriguez@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.
Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11.   MISCELLANEOUS PROVISIONS

11.1   <u>Independent Contractors</u>: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2   Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3   Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4   Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5   Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6   Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7   Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8   Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9   Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

      11.10   Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: _____

Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY: _____

Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

THIS FORM <u>MUST</u> ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT: 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return   OR   ☐ Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s))** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20 _____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	**Party responsible for:** Annual Deposit fee:	☐ Depositor ☐ Beneficiary	**Party responsible for:** Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary:**
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

IS2ex v09.2
Account#2738

EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	No Fee		
Traditional Escrow Annual Deposit Fee*			
▪ **1st Product**	$675		
▪ **Additional Products** – per product	$350		
▪ **Included Benefits and Services**			
o 4 Free Updates/Replacements			
o Physical or Electronic Deposits			
o Deposit Notification – all parties			
Annual Beneficiary Fee	$200		
Dynamic Escrow Option			
▪ Annual Fee – Per Vault	$995	☐ Yes ☒ No	
▪ Basic Report	No Fee	☐ Yes ☒ No	
▪ Detailed Report	$95 per report	☐ Yes ☒ No	
Optional Benefits and Services (annual fee)			
▪ Unlimited Updates	$200	☐ Yes ☒ No	
▪ Dual Vaulting	$200	☐ Yes ☒ No	
▪ Account Status Reports - Quarterly	$200	☐ Yes ☒ No	
▪ Deposit Tracking - Quarterly	$200	☐ Yes ☒ No	
▪ SafeAccess (24/7) Online Deposit History Only	$200	☐ Yes ☒ No	
▪ FullAccess (24/7) Online Comprehensive	$200	☐ Yes ☒ No	
▪ L1 Deposit Verification – Limited Only	$200	☐ Yes ☒ No	
Additional Optional Services			
▪ L2 Verification – File Analysis – per check	**Quote Only**		
▪ L3 Verification – Comprehensive – per check	**Quote Only**		
Release Request Fee – per request	$200		

*One product deposit and one beneficiary fee will always be invoiced

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

EXHIBIT D

BENEFICIARY ACKNOWLEDGEMENT FORM

INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20_ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $_____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

**INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA**

BY COMMERCIAL COURIER

**INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355**

BY FACSIMILE:

1-661-295-5515

EXHIBIT 3
HOSTED SERVICES

<u>Licensor Hosting</u>. In consideration for Licensee's payment to Licensor of the Annual Hosting and Storage Fees set forth on **Exhibit 1**, Licensor will provide Licensed Software hosted services (the "**Hosted Service**"), which Licensee may access via an Internet connection.

<u>Definitions</u>. Capitalized terms used and not otherwise defined in this **Exhibit 3** shall have the respective meanings given them in the License Agreement.

<u>Licensor Responsibilities</u>. Licensor's responsibilities with respect to the Hosted Service are as follows:

a. Provide infrastructure for the hosting of Licensee data.
b. Provide Maintenance of the Hosted Service.
c. Provide services as described in this **Exhibit 3**.
d. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."

<u>Licensee Responsibilities</u>. Licensee's responsibilities with respect to the Hosted Service are as follows:

a. Pay the Annual Hosting and Storage Fees listed in **Exhibit 1**.
b. Licensee is solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.
c. Accept that each hosted instance allows for one (1) terabyte of storage. Storage required for database and document storage is covered by the Hosting Fees. Licensee will be notified when storage usage thresholds exceed 80% of the then available storage and the storage will automatically be expanded by one (1) terabyte and Licensee's Annual

Hosting and Storage Fees will be adjusted accordingly at the then current annual rate. The current rate is listed in **Exhibit 1**. Additional storage may be pre-purchased at any time.

System Period of Maintenance.

a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.

b. *Extended Maintenance Outage*. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.

Licensor provides and manages all server, data storage and cloud infrastructure needs that are necessary to support the Licensee's use of the Licensed Software.

Licensee will host your data and software with a top-tier hosting provider like AWS or Microsoft Azure – government cloud environments. These companies provide state-of-the-art compute power, storage and security.

Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

FLEXIBLE COMPUTE POWER

We provide and configure flexible compute power to meet your needs during the life cycle of your eSuite implementation and during live production. We rapidly scale and deploy compute power and storage to insure your application has adequate resources.

Each hosted customer is initially provided with a production environment and an auxiliary environment. The auxiliary environment may be repurposed as needed, for example as a test instance during configuration state, and as a training instance when preparing to go live.

It is also possible for a reasonable cost to quickly add additional environments. For example if a project requires a data conversion instance, and/or additional testing instances.

DATA STORAGE

One terabyte (TB) of data storage and one TB of document storage is included with our hosting service. Additional storage is always available and is automatically provisioned when required. At the end of the current billing period, we compare the actual storage you are using to the contracted amount and adjust the storage cost for the next period, per the storage rate table in your hosting pricing agreement.

SECURITY

Secure Hosted Environment - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. More information about GovCloud is available at https://aws.amazon.com/govcloud-us/

Microsoft Azure provides similar services and security.

Data Transport Security - The connection to your location is established using an encrypted site to site virtual private network (VPN) or by using the secure HTTPS protocol.

Penetration Testing - We conduct periodic penetration and vulnerability tests on hosted customer environments. Tests span discovery, exploitation, brute-forcing and reporting, providing pro-active security controls.

DATA OWNERSHIP

All the hosted data remains your property during and after the lifetime of the hosting contract. We never make it available to third-parties or use it internally except to support your operation.

At the termination of the hosting agreement, your data will be provided to you in the form of a MS SQL backup file. Copies of your database are also available upon request at a charge of $300 per instance plus any significant data transfer charges, and are in the form of a MS SQL Backup file. These copies require three days advance notice.

DATA BACKUPS

We backup your production database every two hours to storage media in our primary hosting region. At the end of the day, the 00:00 (your local time) backup is archived and the other hourly backups are overwritten the next day. We maintain fourteen days of archival data backup.

This gives us a Restore Point Objective (RPO) of two hours or less.

DISASTER RECOVERY (DR)

We provide for disaster recovery by exporting your data backup to a geographically remote hosting region. These database backups rotate every six hours at 00:00, 06:00, 12:00 and 18:00.

We snapshot your running compute instances once every 24 hours and export those snapshots to a remote hosting region. Compute instance backups rotate every three business days.

This provides a DR Restore Point Objective (RPO) of six hours or less and a Recovery Time Objective (RTO) of twenty-four hours or less.

If our primary hosting region is not available for a period of two hours or more, we begin the process of failing over to our remote regions.

LICENSEE REQUIREMENT

Data Hosted on Licensor Environment – Post implementation of Phase I system functionality, the production database environment will be hosted in the Amazon Government Cloud. To maintain ability to assist Licensee with subsequent phase configurations, Licensor may need to house a copy of the production data on the Licensor-hosted environment, non-production database. If this is necessary, Licensor will execute the production database backup and copy, restore on the Licensor-hosted non-production environment, and run preset scripts (likely in Microsoft Sql) to scrub and mask data and convert any true criminal justice information into test and sample data. All DOJ-derived client identifiers and information will be converted to maintain CAL-DOJ and FIPS compliance.

Exhibit D

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "**Services Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Journal Technologies**"), and **The County of San Mateo** (hereinafter "**Client**"), is made as of the date executed by both Journal Technologies and Client (the "**Effective Date**").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1.   DEFINITIONS

1.1   **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Services Agreement and Exhibit A of the Agreement with Client.

1.2   **Go Live** has the meaning ascribed to such term in the License Agreement.

1.3   **License Agreement** means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4   **Licensed Software** has the meaning ascribed to such term in the License Agreement.

1.5   **Project** means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work and Exhibit A of the Agreement with Client.

1.6   **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit 1 and Exhibit B of the Agreement with Client for the initial Services or in the applicable Statement of Work for additional Services.

1.7   **Services** means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Services Agreement and Exhibit A of the Agreement with Client.

1.8   **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Services Agreement and Exhibit A of the Agreement with Client.

2.   SERVICES

2.1   Projects. Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services") and/or Exhibit A of the Agreement with Client. All Services will be rendered in accordance with the provisions of this Services Agreement, Exhibit A to the Agreement with Client, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2   Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Services Agreement, Exhibit 1 hereto, or Exhibit A of the Agreement with Client, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3   Procedure for Agreement upon Statements of Work.

2.3.1   Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2   Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Services Agreement.

2.3.3   Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4   Status Reporting. Journal Technologies will provide reasonable status reports to Client upon request.

2.5   Status Meetings. If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.6   Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records

upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.7   Go Live. Upon the occurrence of each Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.8   Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Services Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Agreement with Client, Statement of Work, and the License Agreement.

3.   WARRANTIES

3.1   Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Services Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Services Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2   Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Services Agreement and to consummate the transactions contemplated hereby and (ii) this Services Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3   No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS SERVICES AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4.   PAYMENT

Service Fees for the initial Services set forth on Exhibit 1 hereto and Exhibit B to the Agreement with Client will be paid to Journal Technologies in milestone payments that

will be due and payable in the amounts and upon the completion of the Project phases and milestones set forth on Exhibit 1 hereto and Exhibit B to the Agreement with Client. Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Services Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5.   LIMITATIONS ON LIABILITY

        NOTWITHSTANDING ANY OTHER PROVISION OF THIS SERVICES AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS SERVICES AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS SERVICES AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS SERVICES AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6.   CONFIDENTIALITY

        6.1   Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Services Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

        6.2   Journal Technologies' Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Services

Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3   Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4   Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Services Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Services Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7.   TERM AND TERMINATION

7.1   Term. The term of this Services Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of the Agreement with Client. .

7.2   Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Services Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3   Termination by Journal Technologies.

7.3.1   Payment Default. Journal Technologies shall have the right to terminate this Services Agreement (but reserving cumulatively all other rights and remedies under this Services Agreement, in law and/or in equity), for any failure of Client to make payments of amounts due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2   Other Client Defaults. Journal Technologies may terminate this Services Agreement (but reserving cumulatively all other rights and remedies under this Services Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4   Termination by Client. Client shall have the right to terminate this Services Agreement (reserving cumulatively all other rights and remedies under this Services Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 6.5 below) if Journal Technologies commits any material breach of this Services Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Services Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5   Effect of Termination. Termination of this Services Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Services Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Services Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Services Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Services Agreement.

8.   GENERAL

8.1   Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Services Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2   No Third Party Beneficiaries. This Services Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Services Agreement to maintain a suit to enforce or take advantage of its terms.

8.3   Independent Contractor. Journal Technologies, in performance of this Services Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.4   Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Services Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

[Continued on Next Page]

EXHIBIT 1

PRICING PROPOSAL
(excluding license, maintenance and support fees and hosting and storage fees)

	One-Time Cost
Pretrial –	
Professional services, including expenses (Notes)	
Implementation services	$ 325,000
Interfaces	265,000
	$590,000
Juvenile Traffic –	
Professional services, including expenses (Notes)	
Implementation services	$ 190,000
Conversion	50,000
	$ 240,000
Total –	
Professional services, including expenses (Notes)	
Implementation services	$ 515,000
Interfaces	265,000
Conversion	50,000
	$ 830,000

Payment of the Service Fees set forth above shall be made in the following manner and amounts upon completion of the Project phase and milestones set forth below:

- Pretrial Services Phase 1 – **$325,000 due at initial Go Live of the Licensed Software for the Pretrial Department upon completion of the following Phase 1 milestones ("Initial Pretrial Go Live"), net 30 days:**
    - Intake
    - VPRAI Assessment and Scoring
    - Court Report Generation
    - Record Disposition

- Pretrial Services Phase 2 – **$90,000 due upon completion of the following Phase 2 milestones:**
    - Pretrial Supervision
    - OKTA integration – $30,000
    - electronic monitoring interface (ex. SCRAM) – $30,000
    - chemical testing interface (Redwood Toxicology) – $30,000

- Pretrial Services Phase 3
  - Public Portal Check-in (reception kiosk)

- Pretrial Services Phase 4 – **$175,000 due upon completion of the following Phase 3 milestones**
  - Interfaces
    - CJI: Booking from Sherriff's Office to Pretrial – $25,000
    - CJI: Release from Sherriff's Office to Pretrial – $25,000
    - CJI: DA filed/not filed (Karpel) to Pretrial – $25,000
    - CJI: Court hearings (arraignment, etc.) from Court to Pretrial –$25,000
    - CJI: Disposition from Court to Pretrial – $25,000
    - CJI: Warrant/revocation memo sent to Court –$25,000
    - Document Exchange: Court Report Document sent/received to/from Court –$25,000

- Juvenile Traffic –**$190,000 for implementation services and $50,000 for data conversion services (i.e., $240,000 total) each due at Go Live of the Licensed Software for the Juvenile Traffic Department ("<u>Juvenile Traffic Go Live</u>"), net 30 days:**
  - Based on the configuration completed in Solano County eProbation
  - Modified for San Mateo County
  - eDMV Interface
  - Data conversion from JTCMS (juvenile traffic legacy application)

Notes -

The parties acknowledge that there must be significant involvement from Client's IT personnel during the conversions and interfaces. The interfaces require a willing and capable data exchange partner at agencies with which Client wishes to interface. Since Client's IT department, including the contractors that Client's IT department engages, will become familiar with eProbation's® ("Licensed Software") API, Client will be able to assist with and maintain the interfaces as well as develop interfaces.

Journal Technologies has assumed that Client's IT department, in consultation with Journal Technologies' project team, will complete the mapping and transfer of the legacy data to a common database system provided by Client's IT department. From the common database Journal Technologies will insert it into eProbation® ("Licensed Software") thus completing a full data conversion. Client's team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the

conversion. The data conversion fees represents the cost to convert the Client's legacy data listed below.

Interfaces and data conversions included herein shall be as set forth below in accordance with the initial Statements of Work attached to the Professional Services Agreement.

Client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the conversions and interfaces.

<u>Data Conversion:</u>
Juvenile
- Juvenile Traffic Case Management System (JTCMS)

<u>Interfaces:</u>
Pretrial
- Booking from SO to Pretrial (CJI)
- Release from SO to Pretrial (CJI)
- DA filed/not filed (Karpel) to Probation (CJI)
- Report from Probation to Court (via Document Exchange)
- Dispositions from Court to Probation (CJI)
- Revocation Memo from Pretrial to Court (CJI)
- OKTA multi-factor authentication solution
- SCRAM or other electronic monitoring solution
- Court hearings (arraignment, etc.) from Court to Pretrial (CJI)
- Abbott Labs or other chemical testing solution

Juvenile
- eDMV (no cost)

Any additional interfaces and conversions will be done pursuant to subsequent Statements of Work with additional costs. With Client's approval, Journal Technologies might use a third-party to assist with the conversion and interfaces.

There are no upfront or implementation progress payments. The respective Service Fees set forth above in this <u>Exhibit A</u> are due and payable no later than thirty (30) days following each Go-Live for Client's Pretrial and Juvenile departments.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal

Technologies has prepared this Exhibit A on the assumption that Client is exempt from federal excise taxes and without the inclusion of any California or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' current hourly rate is $175.

Judicial Council of California (JCC) Master Services Agreement (MSA) – If Vendor is selected as part of the JCC MSA for the Pretrial Grant Program, Vendor will honor any rates in the MSA, if lower than what is outlined in the agreement with this County. Vendor will honor rate as part of the Pretrial scope of work only. If rates related to Juvenile Traffic are higher than the Pretrial MSA, County will honor those rates in the agreement.