

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Journal Technologies, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement to provide a case management system for the County's Pretrial Services Program and Juvenile Traffic Court on December 10, 2019; and

WHEREAS, the parties wish to amend the Agreement to increase the funding by \$1,285,000 to an amount not to exceed \$2,628,637.50 to provide a case management system for the Probation Department's Adult and Juvenile Supervision Services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Section 3. Payments** of the agreement is amended to read as follows:

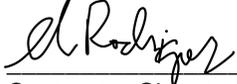
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **TWO MILLION, SIX HUNDRED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,628,637.50)**. In the event that the County makes any advance payments, 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.

2. A new Exhibit A-1 ("Services pursuant to Amendment #1 to Agreement"), attached hereto, is added to Exhibit A ("Services") of the Agreement, to set forth services being provided pursuant to this Amendment.

3. Exhibit B is hereby replaced with Exhibit B1, attached hereto, adding two performance measures to Section C, and revising Section B to reference the work being provided pursuant to this Amendment, and to include payments to be made by County therefor. As amended, Section B will include an additional bulleted section, directly following the “Juvenile Traffic” bulleted section, which new section shall read as follows:
 - Adult and Juvenile Supervision – \$40,000 of the total one-time fee will be billed when JTI finalizes and County approves the Project Work Plan, which shall be finalized during meetings between the parties after execution of Amendment #1 to this Agreement; remaining \$750,000 for implementation services and \$150,000 for interfaces (i.e., \$940,000 total) each due at Go Live of the Licensed Software for the Adult and Juvenile Supervision Department (“Adult and Juvenile Supervision Go Live”), net 30 days:
 - Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - Interfaces
 - Booking from Sheriff’s Office to Pretrial
 - Report from Probation to Court
 - Release from Sheriff’s Office to Pretrial
 - Disposition from Court to Probation
 - DA (Karpel) to Probation
 - Warrant from Pretrial to Court
4. Section B (“Pricing and Fee Schedule”) of Exhibit B1 (“Payments”) is further revised to include License, Maintenance and Support and Hosting and Storage Fees to be paid by County for additional User licenses being added to the Agreement as part of this Amendment, in the amount of \$345,000.
5. Exhibit C (“Software License, Maintenance and Support Agreement”) is hereby replaced with Exhibit C1, attached hereto, revising Section 2.2.2 (“License, Maintenance and Support Fees; Hosted and Storage Fees”) and Exhibit 1 (“License, Maintenance and Support Fees and Hosting and Storage Fees”) to reflect the addition of 390 User licenses for the Adult and Pretrial Services and Juvenile and Institutions Services divisions, and providing a new Exhibit 3 (“Hosted Services”) to reflect Contractor’s most current terms and conditions related to its provision of cloud-hosted services.
6. A new Exhibit 1-A (“Pricing for Professional Services Pursuant to Amendment #1”), attached hereto, is added to Exhibit D (“Professional Services Agreement”) of the Agreement, to set forth services being provided pursuant to this Amendment, and to detail payments to be made by County therefor. For the avoidance of doubt, no data conversion Services are being performed by Contractor pursuant to this Amendment. If such Services are requested by County in the future, they will be performed pursuant to a subsequent Statement of Work and billed at Contractor’s then-current hourly rate.
7. **All other terms and conditions of the agreement dated December 10, 2019, between the County and Contractor shall remain in full force and effect.**

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.



Contractor Signature

3/18/2021
Date

Maryjoe Rodriguez, Vice President
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-1

Journal Technologies, Inc.

Services pursuant to Amendment #1 to Agreement

In consideration of the payments set forth in Exhibit B and Exhibit 1-A (“Pricing for Professional Services”) to Exhibit D (“Professional Services Agreement”), Contractor shall provide the following services:

- **Adult and Juvenile Supervision – \$40,000 of the total one-time fee will be billed when JTI finalizes and County approves the Project Work Plan, which shall be finalized during meetings between the parties after execution of Amendment #1 to this Agreement; \$30,000 for data conversion services when Journal Technologies begins such services; remaining \$750,000 for implementation services and \$150,000 for interfaces (i.e., \$940,000 total) each due at Go Live of the Licensed Software for the Adult and Juvenile Supervision Department (“Adult and Juvenile Supervision Go Live”), net 30 days:**
 - Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - Interfaces
 - Booking from Sheriff’s Office to Pretrial
 - Report from Probation to Court
 - Release from Sheriff’s Office to Pretrial
 - Disposition from Court to Probation
 - DA (Karpel) to Probation
 - Warrant from Pretrial to Court

The attached Statement of Work details the process JTI will undertake to complete the services set forth above. 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.

EXHIBIT 1-A

PRICING FOR PROFESSIONAL SERVICES PURSUANT TO AMENDMENT #1 (excluding license, maintenance and support fees and hosting and storage fees)

One-Time Cost

Adult and Juvenile Supervision Department

Professional services, including expenses (Notes)

Implementation services \$ 790,000

Interfaces

Booking from Sheriff's Office to Pretrial 25,000

Report from Probation to Court 25,000

Release from Sheriff's Office to Pretrial 25,000

Disposition from Court to Probation 25,000

DA (Karpel to Probation) 25,000

Warrant from Pretrial to Court 25,000

\$940,000

Payment of the Service Fees set forth above shall be made in the following manner and amounts set forth below:

- **Adult and Juvenile Supervision –\$40,000 of the total one-time fee will be billed when JTI finalizes and County approves the Project Work Plan, which shall be finalized during meetings between the parties after execution of Amendment #1 to this Agreement; remaining \$750,000 for implementation services and \$150,000 for interfaces (i.e., \$940,000 total) each due at Go Live of the Licensed Software for the Adult and Juvenile Supervision Department (“Adult and Juvenile Supervision Go Live”), net 30 days:**
 - Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - Interfaces
 - Booking from Sheriff's Office to Pretrial
 - Report from Probation to Court
 - Release from Sheriff's Office to Pretrial
 - Disposition from Court to Probation
 - DA (Karpel) to Probation
 - Warrant from Pretrial to Court

Notes -

Journal Technologies estimates that Go Live will occur within 18 months following the parties' initial kick-off meeting for the project; provided that the estimated timeline shall be tolled during, and the anticipated Go Live date set forth in the Project Work Plan shall be equitably extended for, any period following the initial project kick-off meeting during which either party's performance of its obligations under the Agreement or the Project Work Plan is prevented from or restricted or delayed in being performed as a result of the COVID-19 pandemic. The estimated timeline is based on initial discussions between the parties during contract negotiation as well as Client's previously-published RFP, and Journal Technologies and Client will jointly refine and agree to a more firm Go Live date in connection with developing the Project Work Plan. Because the timeline is of utmost importance, Journal Technologies and Client will determine the most efficient method of delivery for the required deliverables during the initial meetings under the Project Work Plan. If Journal Technologies believes at any time that the agreed-upon Go Live date will not be met, Journal Technologies shall promptly notify Client of that concern and of Journal Technologies' basis for believing that the Go Live date will not be met. If the Go Live date cannot be met because Client has requested functionality or features outside of what was set forth in Client's RFP, a formal change order process will be followed and Journal Technologies will provide a revised estimate of the impact of Client's request on the timeline and delivery (including the new estimated Go Live date), including any additional costs that would be incurred making Client's request. JTI or the Client must first initiate the formal change order process before JTI may claim a scope of work is eligible for change order reimbursement that is in addition to the current contract terms. No completed work by JTI will be retroactively eligible for a change order.

The parties acknowledge that there must be significant involvement from Client's IT personnel during the interface work. 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.

For the avoidance of doubt, no data conversion Services are being performed by Contractor pursuant to this Amendment. If such Services are requested by County in the future, they will be performed pursuant to a subsequent Statement of Work, and billed at Contractor's then-current hourly rate.

Interfaces included herein shall be as set forth 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 interfaces.

Interfaces:

- Booking from Sheriff's Office to Pretrial
- Report from Probation to Court
- Release from Sheriff's Office to Pretrial
- Disposition from Court to Probation
- DA (Karpel) to Probation
- Warrant from Pretrial to Court

Any additional interfaces (and any data conversion work) 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 interfaces (and any subsequent data conversions that Client may request).

The respective Service Fees set forth above in this Exhibit 1-A are due and payable as set forth above.

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 1-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' currently hourly rate is \$175.

Exhibit B1

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 **TWO MILLION, SIX HUNDRED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,628,637.50)** 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
 - CJJ: Booking from Sherriff's Office to Pretrial – \$25,000
 - CJJ: Release from Sherriff's Office to Pretrial – \$25,000
 - CJJ: DA filed/not filed (Karpel) to Pretrial – \$25,000
 - CJJ: Court hearings (arraignment, etc.) from Court to Pretrial – \$25,000
 - CJJ: Disposition from Court to Pretrial – \$25,000
 - CJJ: 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)

- **Adult and Juvenile Supervision – \$40,000 of the total one-time fee will be billed when JTI finalizes and County approves the Project Work Plan, which shall be finalized during meetings between the parties after execution of Amendment #1 to this Agreement; remaining \$750,000 for implementation services and \$150,000 for interfaces (i.e., \$940,000 total) each due at Go Live of the Licensed Software for the Adult and Juvenile Supervision Department (“Adult and Juvenile Supervision Go Live”), net 30 days:**
 - Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - Interfaces
 - Booking from Sheriff’s Office to Pretrial
 - Report from Probation to Court
 - Release from Sheriff’s Office to Pretrial
 - Disposition from Court to Probation
 - DA (Karpel) to Probation
 - Warrant from Pretrial to Court

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)

- 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.

Year 1: 10/1/2019 to 9/30/2020	Tentative 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: 10/1/2020 to 9/30/2021	Tentative Date	Description	Amount	Notes
	October 2020	Annual License, maintenance, support and hosting fees	\$162,750*	*assumes maximum of 5% CPI adjustment. Annuals fees will not exceed this amount.
	April 2021	Adult and Juvenile Supervision Work Plan	\$40,000	
	June 2021	Juvenile Traffic implementation	\$240,000	Includes JTCMS conversion fees
		Contingency Funds	\$30,000	time & materials only
TOTAL YR 2				\$472,750.00
Year 3 10/1/2021 to 9/30/2022	Tentative Date	Description	Amount	Notes
	October 2021	Annual License, maintenance, support and hosting fees	\$170,887.50*	*assumes maximum of 5% CPI adjustment. Annuals fees will not exceed this amount.
	September 2022	Annual License, maintenance, support and hosting fees for the Adult and Juvenile division added users (390)	\$345,000	
	September 2022	Adult and Juvenile Supervision Implementation	\$750,000	
	September 2022	Adult and Juvenile Supervision Interfaces	\$150,000	
		Contingency Funds	\$30,000	time & materials only
TOTAL YR 3				\$1,445,887.50

Fiscal Year	Total Amount
2019-2020	\$710,000
2020-2021	\$472,750.00
2021-2022	\$1,445,887.50
TOTAL CONTRACT AMOUNT	\$2,628,637.50

- C. Contractor shall mail via USPS the original, signed, hard copies of invoices and activity reports to **Christopher Abalos, Deputy Chief Probation Officer**, 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 **Fiscal Services Unit** at prob_accounts_payable@smcgov.org.

Performance Measures:

Measure	<i>FY 2019-20</i> Target	<i>FY 2020-21</i> Target	<i>FY 2021-22</i> 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%
Percent of new adult probationers supervised through the new case management system	n/a	100%	100%
Percent of new juvenile probationers supervised through the new case management system	n/a	100%	100%

Exhibit C1

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 the 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 the 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; 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 Adult and Juvenile Supervision Department must be paid prior to Adult and Juvenile Supervision 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 promptly be followed by payment reflecting the increased Licensed, Maintenance and Support Fees and Hosting and Storage Fees, calculated according to Exhibit 1, and prorated 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.

EXHIBIT 1
LICENSE, MAINTENANCE AND SUPPORT FEES
AND HOSTING AND STORAGE FEES

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, Juvenile Traffic, and Adult and Juvenile Supervision 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
101-200	100	700	70,000
201-500	300	500	150,000
501-1000	500	350	175,000

*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.

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, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee’s usage, and pursuant to the table set forth below. Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Journal Technologies.

All Cloud Storage fees are NON-REFUNDABLE for any reason. Journal Technologies will NOT refund, and will not be obligated or required to refund, any storage fees under any circumstances.

A. DOCUMENT STORAGE

1. PRICING/FEES

Service	Price per month
Storage	\$0.093 per GB

2. PAYMENTS

Journal Technologies automatically bills customers on a monthly basis. Customers are required to have a valid payment method managed on our PCI-compliant eSupport website (PCI DSS v3.2.1). Two methods of payment are accepted:

Card Payments - Any card issued by Visa, MasterCard, Discover or American Express. This includes credit cards, debit cards and pre-paid cards (“pCard”). PIN-based debit cards are not accepted. A processing fee of 3% of the total monthly cost will be added for payments made using cards.

eCheck - Customers with US bank accounts can use Automated Clearing House (ACH) transactions as a payment option. A processing fee of \$5 will added for payments made using eCheck.

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				
<u>User Groups*</u>	<u>Licenses</u>	<u>Annual Hosting Fees</u>		
		<u>Per User</u>	<u>For Group</u>	
1-50	50	\$800	\$40,000	
51-100	50	500	25,000	
101-200	100	300	30,000	
201-500	300	250	75,000	
501-1000	500	200	100,000	

*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, Juvenile Traffic, and Adult and Juvenile Supervision 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*

<u>User Groups</u>	<u>Licenses</u>	<u>Annual License and Maintenance and Support Fees</u>	
		<u>Per License</u>	<u>For Group</u>
1-50	50	\$ 1,000	\$ 50,000
51-100	50	800	40,000
101-200	100	700	70,000
201-500	300	500	150,000
501-1000	500	350	175,000

*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.

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, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee’s usage, and pursuant to the table set forth below. Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Journal Technologies.

All Cloud Storage fees are NON-REFUNDABLE for any reason. Journal Technologies will NOT refund, and will not be obligated or required to refund, any storage fees under any circumstances.

A. DOCUMENT STORAGE

1. PRICING/FEES

Service	Price per month
Storage	\$0.093 per GB

2. PAYMENTS

Journal Technologies automatically bills customers on a monthly basis. Customers are required to have a valid payment method managed on our PCI-compliant eSupport website (PCI DSS v3.2.1). Two methods of payment are accepted:

Card Payments - Any card issued by Visa, MasterCard, Discover or American Express. This includes credit cards, debit cards and pre-paid cards (“pCard”). PIN-based debit cards are not accepted. A

processing fee of 3% of the total monthly cost will be added for payments made using cards.

eCheck - Customers with US bank accounts can use Automated Clearing House (ACH) transactions as a payment option. A processing fee of \$5 will added for payments made using eCheck.

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

<u>User Groups*</u>	<u>Licenses</u>	Annual Hosting Fees	
		<u>Per User</u>	<u>For Group</u>
1-50	50	\$800	\$40,000
51-100	50	500	25,000
101-200	100	300	30,000
201-500	300	250	75,000
501-1000	500	200	100,000

*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.

Adult and Juvenile Supervision

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: \$230,000 (and adjusted for any CPI increase after the first year), which includes:

- (a) Licensed Software licenses for up to 300 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.12).
- (b) 60 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) 30 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 390 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, Juvenile Traffic, and Adult and Juvenile Supervision 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*

<u>User Groups</u>	<u>Licenses</u>	<u>Annual License and Maintenance and Support Fees</u>	
		<u>Per License</u>	<u>For Group</u>
1-50	50	\$ 1,000	\$ 50,000
51-100	50	800	40,000
101-200	100	700	70,000
201-500	300	500	150,000
501-1000	500	350	175,000

*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.

The calculation below sets forth the total annual License, Maintenance and Support Fees for all User licenses and the breakdown for each type of Licensed Software as defined in Section 1.12.

	<u>Users</u>	<u>Licenses</u> (+30%)	<u>Annual License Fees*</u>
Pretrial Department	25	33	\$ 33,000
Juvenile Traffic	13	17	17,000
Adult and Juvenile Supervision	<u>300</u>	<u>390</u>	<u>230,000</u>
	<u>338</u>	<u>440</u>	<u>\$280,000</u>

*Based on the above pricing table, the average annual cost is \$636 per license

Annual eProbation® Hosting and Storage Fees: \$115,000 (and adjusted for any CPI increase after the first year of the License Term), which includes 1TB of database storage, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee's usage, and pursuant to the table set forth below. Document

storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Journal Technologies.

All Cloud Storage fees are NON-REFUNDABLE for any reason. Journal Technologies will NOT refund, and will not be obligated or required to refund, any storage fees under any circumstances.

A. DOCUMENT STORAGE

1. PRICING/FEES

Service	Price per month
Storage	\$0.093 per GB

2. PAYMENTS

Journal Technologies automatically bills customers on a monthly basis. Customers are required to have a valid payment method managed on our PCI-compliant eSupport website (PCI DSS v3.2.1). Two methods of payment are accepted:

Card Payments - Any card issued by Visa, MasterCard, Discover or American Express. This includes credit cards, debit cards and pre-paid cards (“pCard”). PIN-based debit cards are not accepted. A processing fee of 3% of the total monthly cost will be added for payments made using cards.

eCheck - Customers with US bank accounts can use Automated Clearing House (ACH) transactions as a payment option. A processing fee of \$5 will added for payments made using eCheck.

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

<u>User Groups*</u>	<u>Licenses</u>	<u>Annual Hosting Fees</u>	
		<u>Per User</u>	<u>For Group</u>
1-50	50	\$800	\$40,000
51-100	50	500	25,000
101-200	100	300	30,000
201-500	300	250	75,000
501-1000	500	200	100,000

*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.

The calculation below sets forth the total annual Hosting and Storage fees for all User licenses and the breakdown for each type of Licensed Software as defined in Section 1.12.

	<u>Users</u>	<u>Licenses</u> (+30%)	<u>Annual</u> <u>Hosting and</u> <u>Storage Fees*</u>
Pretrial Department	25	33	\$ 27,000
Juvenile Traffic	13	17	13,000
Adult and Juvenile Supervision	<u>300</u>	<u>390</u>	<u>115,000</u>
	<u>338</u>	<u>440</u>	<u>\$155,000</u>

*Annual Hosting and Storage Fees include cost for 1TB of database storage; additional database storage and document storage costs are applied in keeping with the terms set forth above.

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 \$11,000/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 3
HOSTED SERVICES

[NTD: To be attached if hosted services requested by Licensee.]

Licensor Hosting. In consideration for Licensee's payment to Licensor of the Annual Hosting and Storage Fees (in addition to the Annual License, Maintenance and Support Fees) set forth on **Exhibit 1**, Licensor will provide Licensed Software hosted services (the "**Hosted Services**"), which Licensee may access via an Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this **Exhibit 3** shall have the respective meaning given to them in the Agreement.

Licensor Responsibilities. Licensor's responsibilities with respect to the Hosted Services are as follows:

- a. Provide infrastructure for the hosting of Licensee data.
- b. Provide Maintenance of the Hosted Services.
- 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."

Licensee Responsibilities. 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. Provide a secure internet connection between Users and the hosted environment that meets necessary bandwidth requirements.
- c. 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.

- d. Accept that Licensee and any and all third parties associated to the Licensee (i) will never have direct, privileged access to Licensor’s hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc) and accordingly (ii) are restricted from installing or requiring installation of third party software.
- e. Accept that each hosted instance allows for one (1) terabyte of database storage. Licensee will be notified when database storage usage thresholds exceed 80% of the then available storage and the database storage will automatically be expanded in accordance with **Exhibit 1**. Additional database storage may be pre-purchased at any time.
- f. Have and maintain the following workstation configuration requirements:

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Any
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Ethernet NIC
Operating system/version	Windows 7 or 8/8/1 or later
Other required software and versions	Browser of Licensee’s choice. Supported browsers IE 10+, Firefox, Chrome, Edge. Java Runtime Environment 7 for printing.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format); MS Outlook.

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 leverages world class cloud infrastructure providers like Amazon Web Service (AWS) and Microsoft Azure to host Licensee data and software. 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

Licensor provides and configures flexible compute power to meet Licensee's needs during the life cycle of the implementation and during live production. Licensor rapidly scales and deploys compute power, memory, and storage to meet Licensee's changing needs.

DATABASE STORAGE

One terabyte (TB) of database storage is included with the hosting service. Additional database storage is always available and is automatically provisioned when required. At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and adjusts the storage cost for the next period, per the database storage rate table in **Exhibit 1**.

Copies of the systems database are available upon request for a transfer fee of \$300 dollars and are provided as an MS SQL Backup file. Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

DOCUMENT STORAGE

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensees can store any number of documents and are automatically billed according to the rate table in **Exhibit 1**. Each document object can be up to 5 TB in size and is replicated automatically across multiple data centers for redundancy. All objects are versioned protecting data from the consequences of unintended overwrites and deletions.

To manage document storage billing, the Licensor will make available a self-service support portal ("eSupport") that will provide the Licensee the ability to (i) view their current and past document storage metrics, (ii) manage their payment information for automated billing and (iii) view previous payment receipts. The Licensor will be notified Licensee when monthly receipts are available for download. Please note, that this portal will only be used to manage Document Storage billing. The license fees, hosting fees, additional database storage billing and payments shall not be available via this portal.

Copies of the systems complete document file store are available upon request for a transfer fee of \$0.159 USD per GB. Extraction requires up to 10 business days to process. For this extraction, all documents and other digital files stored in the case management system will be copied to an encrypted hard drive and delivered via a certified carrier.

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. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Microsoft Azure provides similar services and security.

Data Security – Licensee’s data is always encrypted at rest.

Data Transport Security - The connection to Licensee’s location is established using a site to site virtual private network (VPN) with FIPS 140-2 compliant encryption available or by using the secure HTTPS protocol. Licensee’s data is always encrypted while in route to or from the cloud servers.

Vulnerability Scans – Licensor runs nightly vulnerability scans on our hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server they never use, accounts running scripts they previously did not, etc.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee’s property during and after the lifetime of the hosting contract. Licensor never makes Customer Data available to third-parties or uses it internally except to support Licensee’s operation.

DATA BACKUPS

Licensor backs up Licensee’s production database every two hours to storage media in Licensor’s primary hosting region. At the end of the day, the 00:00 (UTC) backup is archived, and the other hourly backups are overwritten the next day. Licensor maintains fourteen days of archival data backup.

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

Licensor snapshots Licensee’s running Compute Instances (CI) once every 24 hours and rotate the CI backups every three business days.

Both data backups and CI snapshots are “encrypted at rest” with FIPS 140-2 compliant encryption techniques.

DISASTER RECOVERY (DR)

Licensors provides for disaster recovery by exporting Licensee’s 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 UTC.

Licensors snapshots Licensee’s 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 Licensors’s primary hosting region is not available for a period of two hours or more, Licensors begins the process of failing over to Licensors’s remote regions.