

COUNTY OF VENTURA CONTRACT NUMBER #9656

C O N T R A C T

This Contract is entered into this 29th day of April, 2025, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Journal Technologies, Inc., hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, County issued the Ventura County Probation Case Management and Juvenile Tracking Systems Request for Proposal #6189 (hereinafter referred to as 'RFP') to determine the most qualified contractor(s) for such services for County; and

WHEREAS, Contractor submitted a proposal dated July 12, 2024, in response to the RFP (hereinafter referred to as "Contractor's Proposal"), to provide services to County; and

WHEREAS, County determined, through competitive solicitation and careful review of submitted proposals, that Contractor's Proposal best meets the need of Ventura County Probation Case Management and Juvenile Tracking Systems (as described in RFP) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing Ventura County Probation Case Management and Juvenile Tracking Systems and related services hereinafter described; and

WHEREAS, County and Contractor are willing to enter into a Ventura County Probation Case Management and Juvenile Tracking Systems Contract in accordance with the RFP and Contractor's response thereto, which by this reference are incorporated herein, though not attached, and the terms and conditions contained herein; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Ventura County Probation Case Management and Juvenile Tracking Systems hereinafter described; and

WHEREAS, Contractor represents it is specially trained, experienced, expert and competent to perform the special services hereinafter described, and it is necessary and desirable that County engage Contractor to do so;

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall perform the services and tasks assigned to Contractor as described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the Work. Contractor shall perform, and ensure all subcontractors perform, the Work in a safe, professional, skillful, and workmanlike manner. All Work and any portion thereof separately identified shall be completed within the time provided in Exhibit A-1, dependent, as applicable, on County's (i) timely completion of its own tasks, described in Exhibit A and (ii) provision of specifications consistent with the project scope proposed by Journal Technologies and compatible with the

inherent capabilities of the Licensed Software, as warranted by Journal Technologies to County.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit A-2 and Exhibit A-4. County payment terms are Net 30 in arrears upon receipt of invoice.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnatee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnatee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnatee harmless from and to compensate Indemnatee for any Third-Party Claims against Indemnatee for payment of state or federal

income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Contractor.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from April 29, 2025 through April 27, 2032, subject to all the terms and conditions set forth herein. Implementation term will be from April 29, 2025 through April 28, 2027, and five-year subscription term will be from April 28, 2027 through April 27, 2032.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 30 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work performed to the date of termination, as long as such work was performed consistent with the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request (to the extent the following materials are in Contractor's possession), all Customer Data (as defined in the Software License, Maintenance and Support Agreement, herein incorporated as Exhibit B) computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination, provided such computations, plans, correspondence and other data contain no intellectual property, sensitive information, or work product of Contractor. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above or to any irremediable breach. County's notice that the Contractor has committed a default imposes on Contractor an enforceable obligation, and Contractor's failure to perform such obligation shall constitute an irremediable breach of this Contract, for which termination is the appropriate remedy. Should Contractor wish to contest its obligation to cure a default after notice, Contractor's only resort is to the procedure in Section 8.5 ("Dispute Resolution") of the Software License, Maintenance and Support Agreement, incorporated as Exhibit B, and the contractor reserves all rights and defenses with respect to any alleged default or breach.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work performed or controlled by Contractor under this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnitee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 4) Cyber Liability (Security & Privacy) coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political

affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

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

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the Chief Procurement Officer; except to the extent such substitution is necessitated by (a) health-related circumstances; (b) temporary or permanent departure of such personnel from Journal Technologies' active employment; (c) any legal or regulatory bases; d() to advance, in Journal Technologies' reasonable judgment, the efficiency of County's project; or € other unforeseen circumstances beyond Contractor's reasonable control. In all instances, Contractor shall provide prompt notification to County of any such substitution, and any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Curtis Heath, Ventura County Probation Contracts Manager, or his authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as required or authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Journal Technologies, Inc.
915 East 1st Street
Los Angeles, CA 90012

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract, including all exhibits thereto;
2. Contractor's proposal dated July 12, 2024
3. County of Ventura RFP #6189

19. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

22. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

24. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this Contract, set forth in Exhibit C, Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining,

repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

25. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

26. **MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- g. Counterparts. This contract may be transmitted and signed by electronic or digital means by either or both parties and such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

JOURNAL TECHNOLOGIES, INC.*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

JOURNAL TECHNOLOGIES, INC.*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) an Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

Exhibit A
Statement of Work
(Project Workplan)

County of Ventura (“Client”)

and

Journal Technologies, Inc.



JTI Project Phases and Plan

eSupervision is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. We will work with designated Client project managers, business analysts, subject matter experts, and IT staff to configure eSupervision. The availability of the Client personnel will be a critical factor in timely meeting the project goals herein.

Client acknowledges and agrees that, while Journal Technologies will make commercially reasonable efforts to accommodate requirements in the manner provided by Client, existing configuration capabilities of the Licensed Software may in some instances require adaptation of provided requirements such that they more nearly comport with the existing configuration capabilities of the Licensed Software. Client and Journal Technologies agree to work in good faith in determining such required areas of adaptation.

Project Phases and Plan

We will work together under these general phases to implement the system. For the avoidance of doubt, references to “workdays” herein shall refer to the weekdays Monday through Friday, excepting dates that fall on U.S. federal holidays or California holidays observed by Client.

A. Project Planning and Initiation

Dependent on Client availability, initial kick-off meetings to commence this Project Planning and Initiation phase are estimated to occur within 30-60 days after contract signing. During this phase, the project schedule will be solidified, JTI/Client personnel (including staff that will be a part of the Client Help Desk) will be assigned tasks. For on-prem installations, the Client IT department will set up necessary instances of the system for purposes of Configuration, Conversion, Testing and Production etc. Initiating and other documents and tools will be provided, and the foundation for communication and requirements gathering will be established.

B. Case Structure

The purpose of this phase is to ensure that the Client can capture all of the case data required in the system. Case structure gap analysis and configuration will repeat across the California Baseline “Tracks” mentioned below:

- (i) Adult (Referrals and Court Reports)
- (ii) Adult (Grants and Supervisions)
- (iii) Juvenile (Bookings, Referrals, and Investigations)
- (iv) Juvenile (Grants and Supervisions)
- (v) Juvenile Admissions and Facility Management

- JTI will install the system and demonstrate the system to the Client.
- Client and JTI will identify the adequate number of sample cases to enter in the system to identify missing data elements.
- Client will enter the cases in the system, identify missing data elements, and report back in a requirements document.
- JTI will update the system to capture the missing elements per the requirements document.

- Client will verify and report any instances where the system does not meet the requirements specified in the requirements document within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again. Client will have the same period for testing as described in the previous bullet.

Specifically pertaining to Track (v), Juvenile (Admissions and Facility Management), the following shall apply:

- Client will provide high-resolution schematics or blueprints of overall facility bed/pods/common areas/any location needing full-time assignment or temporary time tracking
- JTI will review and determine with Client's assistance, Facility specific requirements using standard Facility Management functionality and sign Notice to Proceed
- JTI will configure all location and facility specific mapping requirements into the Facility Management Module
- Client will test and review all mapped and configured locations including moving a juvenile through all areas of the temporary and full-time assignments and provide feedback to JTI of any discovered issues within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.

C. Financial Structure (if applicable)

In this phase, the Client's fines and fees are set-up to distribute according to statute, and for the Client to test to verify that all fines and fees are distributing correctly.

- Statute Table
 - JTI will train Client personnel on statute management.
 - JTI will provide statute table spreadsheet to Client personnel.
 - Client will complete statute table spreadsheet.
 - JTI review statute table spreadsheet with Client, and Client will update as needed.
 - JTI will replace the baseline system statutes with the Client's statutes.
 - Client will thereafter maintain its statute table.
- Financials
 - JTI will discuss fines and fees distribution configuration and the disposition widget with Client to obtain an understanding of the requirements.
 - Client will provide chart of accounts and written breakdown of assessments.
 - JTI will document the proposed configuration of financials and receive approval from the Client before configuration.
 - JTI will load statutes, chart of accounts, and distributions.
 - JTI will configure assessments and update statutes based on assessments.
 - Client will test all financial configuration and report back any issues where the configuration does not match the requirements within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
 - JTI will fix any issues and the Client will test again. Client will have the same period for testing as described in the previous bullet.

D) Data Conversion

This Section D is a general outline of the Data Conversion process. The process is spelled out in greater detail in the attached Data Conversion Plan. The plan defines key responsibilities that fall upon the Client and JTI and tasks directly related to the ability to successfully deliver a data conversion on time and within budget.

The scope of this conversion will include the following source system(s):

PRISM

VCRAS-Risk Assessments

Data Conversion Phases Overview

1. Initiation

- ☐ The initiation phase facilitates the planning of the data conversion and will include discussions around schedules, resources, security, environments, documentation, and communication plans.

2. Mapping

- ☐ The goal of the mapping phase is to identify the Client's legacy system data that needs to be
- ☐ converted to the eSeries configuration. Mapping is broken down into three distinct areas:
 - i. Case data mapping
 - ii. Document data mapping (if applicable)
 - iii. Financial data mapping (if applicable)

3. Iterations 1, 2, 3

- ☐ Iterations are designed to formalize the delivery of a data conversion, with an agreed upon exit criteria. Iterations exercise the entirety of a data conversion, starting with delivery of the source data by the client, JTI scripting the conversion, JTI unit testing, JTI delivery to a test environment and Client testing of the conversion. We include up to three iterations in a typical project.

4. Go-Live Prep

- ☐ The Go-Live Prep phase allows JTI and the Client the ability to evaluate the results of the data conversion through a series of mock conversions to simulate the execution of the Go-Live conversion process. When conversion acceptance occurs, the system is deemed ready for launch.

5. Go-Live

- ☐ At Go-Live, the final data conversion is completed, and deployed to the production environment. The eSeries system is officially and formally available to users who can then initiate transactions in the new system.

E) Interfaces

- For each interface, Client will provide Interface Specification Document. The document will include all information necessary to develop the interface, including:

- File layouts, sample files to be used in testing, existing specification documents, and will assist JTI with the data element mappings between the two systems.
- Other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.
- Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
- Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.
- JTI will develop the interface to the requirements in the Interface Specification Document.
- Client will test the interface and report issues where the interface does not match the requirements specified in the Interface Specification Document within 20 workdays. If no issues are reported within 20 workdays, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again. Client will have the same period for testing as described in the previous bullet.
- There will be a maximum of 3 iterations of testing
- The client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces.

F) Document Templates (up to 30)

- Client will provide list of document templates, including samples and specifications.
- Client and JTI will configure the document templates.
- Client will test configuration meets the requirements and report issues where the configuration does not meet the requirements within 20 workdays. If no issues are reported within 20 workdays, then the system configuration will be deemed to be accepted.
- Client and JTI will fix any issues and the Client will test again. Client will have the same period for testing as described in the previous bullet.
- There will be a maximum of 3 iterations for testing.

G) Workflow Processes (up to 30)

- Client will document configuration requirements with JTI's assistance.
- JTI and Client will identify changes and will finalize the new workflows.
- JTI will configure the new workflows in the system.
- Client will test if the configuration meets the requirements and report issues where the configuration does not meet the requirements within 20 workdays. If no issues are reported within 20 workdays, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again. Client will have the same period for testing as described in the previous bullet.
- There will be a maximum of 3 iterations for testing.

H) Searches and Reports (up to 30)

- Client will provide a list of searches and reports, including samples, specifications and distributions.
- JTI and Client will determine the searches and reports needed in the future system.
- Client will document the search/report requirements with JTI's assistance.
- Client and JTI will configure the searches and reports.
- Client will test configured search/reports within 20 workdays and report any issues. If no issues are reported within 20 workdays, then the system configuration will be deemed to be accepted.
- JTI will fix the issues and the Client will test again. Client will have the same period for testing as described in the previous bullet.
- There will be a maximum of 3 iterations for testing.

I) Public Portal (enables an unlimited number of members of the public to access the portal with unlimited use)

- JTI will demonstrate the functionality to the Client's operational staff for evaluation.
- Client will provide JTI a set of written use cases that they want the Portal to support.
- JTI and Client will determine the use cases to be implemented in the portal.
- JTI will implement the necessary Portal configuration to support the use cases.
- Once JTI completes the initial configuration, Client will begin acceptance testing against the functionality defined in the use cases.
- Client will report issues where the configuration does not match the specification within 20 workdays to JTI and the appropriate configuration changes will be made. If no issues are reported within 20 workdays, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again. Client will have the same period for testing as described in the previous bullet.
- There will be a maximum of 3 iterations for testing.

J) Full system testing

- Client and JTI will develop a testing plan.
- Client will conduct full system testing per the testing plan report issues where the configuration does not match the specification within 30 workdays to JTI and appropriate configuration changes will be made. If no issues are reported within 30 workdays, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again. Client will have the same period for testing as described in the previous bullet.
- There will be a maximum of 3 iterations for testing.

K) Cutover Plan, Implementation Training and Deployment

- Client and JTI will determine the deployment plan and schedule.
- Client, with JTI's assistance, will develop a training plan.
- Client will deliver end user training.
- JTI will create a deployment plan with Client's assistance.

- Prior to the go-live Client will sign a formal acceptance that the system configurations fulfill its requirements and will pay fees outlined in the Professional Services Agreement and License, Maintenance and Support Agreement.
- Final conversion and deployment will bring the system live in the production environment.

L) Stabilization Phase

- After go-live JTI's Implementation Team will support the new system, addressing issues that arise, monitor system performance, make adjustments as necessary, and support the Client as needed.
- The Stabilization Phase will last 90 calendar days.
- After 90 days, a Support Hand-Off meeting will take place between the JTI Implementation Team, JTI Support Team, and Client. Introductions will take place and information passed along to ensure a smooth hand-off and understanding of how the Client will interact with JTI Support thereafter.

Data Conversion Plan

JTI has developed the Data Conversion Plan to describe the strategy, preparation, and process for converting data from the client legacy system into the JTI eSeries product. This plan defines key responsibilities that fall upon both the client and JTI and tasks that are directly related to the ability to successfully deliver a data conversion on time and within budget.

The intended audience of the Data Conversion Plan is the project sponsor and the integrated project team.

The Data Conversion Plan is a five-phase process for completing a data conversion.

Data Conversion Phases Overview

- **Initiation**

The initiation phase facilitates the planning of the data conversion and will include discussions around schedules, resources, security, environments, documentation, and communication plans.

- **Mapping**

The goal of the mapping phase is to identify the client's legacy system data that needs to be converted to the eSeries configuration. Mapping is broken down into three distinct areas:

- Case data mapping
- Document data mapping (if applicable)
- Financial data mapping (if applicable)

- **Iterations 1, 2, 3**

Iterations are designed to formalize the delivery of a data conversion, with an agreed upon exit criteria. Iterations exercise the entirety of a data conversion, starting with delivery of the source data, scripting the conversion, unit-testing, delivery to a test environment and client testing. We include up to three iterations in a typical project.

- **Go-Live Prep**

The Go-Live Prep phase allows JTI and the client the ability to evaluate the results of the data conversion through a series of mock conversions to simulate the execution of the Go-Live conversion process. When conversion acceptance occurs, the system is deemed ready for launch.

- **Go-Live**

At Go-Live, the final data conversion is completed, and deployed to the production environment. The eSeries system is officially and formally available to users who can then initiate transactions in the new system.

Data Conversion Roadmap

The roadmap provides a high-level visual representation of the conversion process from project kickoff through Go-Live.



Initiation Phase

The first step of the initiation phase is for the JTI implementation team, JTI data conversion team and client teams to meet, review and accept the Data Conversion Plan. A data conversion kick-off meeting will be scheduled by the conversion team lead with the JTI and client teams. The initiation phase will include discussions around schedules, resources, security, environments, documentation, and communication plans.

Assumptions:

- The Data Conversion Plan must be accepted by the client and signed off before proceeding with initiation phase tasks and subsequent phases.

The project timeline will be reviewed, and key dates required by the data conversion team will be established, including the target case structure completion date and the preliminary Go-Live date. While these dates may be adjusted during the project, initial target dates will be established. These dates will be tracked via SharePoint calendar to provide a visual timeline of the conversion project milestones.

The Conversion team will internally track the following conversion milestone target dates, and adjust as needed:

- Case Structure Complete
- Iteration 1 Delivery
- Iteration 1 Client Signoff
- Iteration 2 Delivery
- Iteration 2 Client Signoff
- Iteration 3 Delivery
- Iteration 3 Client Signoff
- Mock 1
- System Freeze
- Mock 2
- Client Conversion Acceptance
- Go-Live Conversion
- Go-Live

JTI and client data conversion team resources will be allocated and scheduled to support the project timelines. Durations of each phase are a direct result of resources allocated, responsiveness of the client SMEs (subject matter experts), as well as the complexity of the requirements of the conversion and vary drastically from project to project.

Security background checks or clearances will be completed to satisfy client data security requirements. All JTI conversion resources are CJIS (Criminal Justice Information Services) certified.

Legacy system details need to be provided to JTI to assist in the conversion server requirements recommendations. The client will need to provide the legacy system data metrics, including file size of data tables and record counts of cases participating in the conversion.

Data conversion environment recommendations will be established based on the information provided by the client. Data conversions will be performed either within an environment hosted by the client (local or cloud based) or in a hosted JTI Amazon Web Services Gov Cloud secure environment for an additional cost. This allows the client to ensure its data, both in-transit and at rest, is always in a secure and controlled environment.

Once conversion server specifications have been provided by JTI and the conversion server made accessible to JTI (local or cloud based), the client will need to provide a copy of the legacy system data, preferably in the form of a SQL backup file to the Microsoft SQL Server conversion server, to facilitate the Mapping Phase activities. If the source system is not SQL-based, a plan will need to be established for the client to provide the data in a SQL-compatible format on the conversion server. Legacy system vendors typically prohibit us from directly accessing source data directly.

The source data will need to be delivered in a consistent and repeatable fashion by the client, multiple times during the project. Ideally, data should be provided:

- At the start of the Initiation Phase *
- As part of each Iteration
- At the start of Mock 1
- At the start of Mock 2 *
- At Go-Live for the Go-Live conversion *
- On demand, as needed to facilitate mapping, scripting and testing activities

Constraint:

- If the client is restricted to a limited number of source data extracts from a vendor as an example, a custom plan will need to be established. Three deliveries are required at a minimum, denoted by * above.

Assumptions:

- JTI will only convert the data provided by the client and is not accountable for data not provided.
- The source data must be delivered in a consistent and repeatable fashion by the client, multiple times during the project.
- The client will provide JTI source data in the form of a SQL-backup.
- Atlassian Confluence and Microsoft SharePoint sites will be used to store project artifacts.
- Atlassian Jira will be used for issue tracking.
 - The JTI data conversion Team Lead will import all of the conversion-related Jira tickets.
- JTI's internal conversion standup meetings will be established and continue through the project Go-Live.
 - Meeting cadence will start monthly and move to biweekly, or weekly, as the project warrants.
- The JTI data conversion team will perform the conversion using a proprietary data conversion application.

For JTI to understand the legacy system and its data structure, the client will provide existing legacy system information, which will include:

- Operating system and database management system name
- Database type (relational or hierarchical)
- Data tables and fields names
- Data field descriptions
- Images metadata and storage information
- Vendor or other relevant contact information
- Data dictionaries (ERDs)
- Sample cases to be used for the mapping and testing of the data conversion need to be provided by the client. This includes:
 - Three to five fully populated and disposed cases per case grouping.
 - Examples for Court clients might include: family, civil, juvenile, probate, mental health, adoption, small claims, criminal, and traffic.
 - Examples for Prosecutor clients might include: filed criminal, unfilled criminal, juvenile jacket, investigations, victim services, criminal appeals, prior convictions.
 - During the mapping or scripting process, JTI may request additional sample cases or screen shots of the existing data to illustrate a specific piece of logic.

The Initiation Phase concludes with the completion of the Case Structure configuration phase. Being Case Structure complete from a data conversion standpoint means that all data to be converted from the legacy system has a "home" in the eSeries configuration. If the client can successfully enter sample cases into the eSeries configuration, then there should be a mapping destination in eSeries to store the converted data.

Mapping Phase

The goal of the mapping phase is to identify the client's legacy system data that needs to be converted to the eSeries configuration. Mapping is broken down into three distinct areas:

- Case data mapping
- Document data mapping (if applicable)
- Financial data mapping (if applicable)

Data Mapping

- Once the JTI implementation team and client have completed the eSeries Case Structure configuration tasks, the data conversion mapping tasks start.
- JTI, with client assistance, will map the legacy system data to the eSeries configuration tables and fields. This includes mapping of codified legacy system values to eSeries lookup list values. This mapping will be completed in an Excel ETL (Export, Transform, and Load) mapping document provided by JTI. This is a configuration-specific document generated once the Case Structure configuration tasks are complete. It defines tables, fields, and lookup list values available within the eSeries configuration. It provides a format for mapping those locations from the legacy system tables, fields and code values. Logic will be documented to handle the requirements of the data conversion within the ETL mapping document.
- JTI, with client assistance, will map the documents (if applicable) using the ETL mapping document.
- JTI, with client assistance, will determine the logic for financials (if applicable) and document them using the ETL mapping document.
 - Only pending balance legacy receivables will be converted as receivables in eSeries. Invoices (AKA receivables), Trusts, Restitution, and Pay Plans can be mapped for the financial conversion, depending on the data available in the legacy system. Additional financial data is typically converted into custom eSeries tables. These provide a read-only view of the legacy data in eSeries for reference. The Client can define the tables and data elements for these historical records as part of the mapping.

Assumptions:

- The Client will be responsible for all communication with the legacy data system vendor or any partners/third parties/technical staff required for successful completion of all data conversion activities.

- All conversion logic is maintained in the Excel ETL mapping document. This is custom to each project and provided by JTI.
- The JTI conversion team will attempt to map the data using the sample cases provided by the client.
- The client is ultimately responsible for providing the logic to be used and signing off on the ETL mapping document.
- Mapping tasks will be assigned to both the JTI implementation teams and client teams to facilitate the mapping process.

Constraints:

- The contract between JTI and the client will specify the legacy systems in scope for the JTI conversion. Additional data sources, not covered in the contract, will require a change request, and will be considered out of scope. There will be an impact, in both time and money, to the project if additional data sources are identified.

Iterations 1, 2, 3

Iterations are designed to formalize the delivery of a data conversion, with an agreed upon exit criteria. While there may be multiple conversion builds that make up an iteration, the goal is to complete the data conversion following the requirements in the ETL mapping document in the most timely and efficient manner.

Iteration 1 will be a result of an agile ETL mapping process. JTI will utilize sample cases and potentially agile working sessions with the client SMEs (subject matter experts) to gather the ETL mapping requirements to complete Iteration 1. Subsequent iterations will follow a more traditional change-controlled process. Any change Jiras with updated mapping and bug Jiras will be worked to complete the iteration.

Steps are as follows:

- The JTI data conversion team will script the conversion using the ETL mapping document for requirements. Bugs Jiras and Change Jiras will be worked as part of the Iteration.
- The JTI conversion team will unit-test the conversion against provided sample cases and the ETL mapping document. This is database-focused testing.
- The JTI implementation team will test the conversion against provided sample cases and the ETL mapping document. The focus will be on the validation of data from the front-end of the eSeries configuration.
- Deployment of the conversion to the conversion test environment for the client's review.
- Client data conversion testing. The client has the ultimate responsibility for testing the conversion against the logic documented in the ETL.
 - a. **The client will have 20 workdays from the date of conversion delivery to test the conversion and complete the iteration.**

- b. Client data testing should result in one of three outcomes:
 - i. A successful test and validation of the converted data against the ETL mapping document, resulting in the signoff of the iteration.
 - ii. A Jira ticket(s) identifying a discrepancy in the test case against the requirement from the ETL mapping document. This is a *bug*, and bugs are typically corrected in the current iteration with delivery of a new conversion build.
 - iii. A Jira ticket(s) identifying a change in a requirement from the ETL mapping document. This is a *change*, and changes will typically be delivered in the next iteration.
- Client acceptance of the conversion via signature on an acceptance form, which constitutes our completion of the iteration.

Assumptions:

- The conversion scripting logic is not intended as a data clean-up or data correction exercise. Issues may be identified during the scripting or testing cycles that may result in:
 - Records identified that the client may wish to adjust in the legacy system prior to the next iteration.
 - Records identified for manual clean-up by the client post-Go-Live.
- If no issues are reported within 20 workdays from the date of delivery on the iteration, then the conversion will be deemed to be accepted, and the iteration complete.
- Client acceptance of the current iteration is required before proceeding with the next iteration.

Risks:

- Any scripting changes or requests identified after the third iteration sign-off will result in scheduling an additional iteration at an additional cost.
- The conversion is only as good as the client testing completed during the iteration cycles. Poor testing can result in data issues after Go-Live.
- Post-Go-Live changes are not part of the Data Conversion Plan. Post-Go-Live changes are high risk and could result in downstream data integrity issues with unintended consequences. While manual updates are recommended, if scripting assistance from JTI is requested, they will be evaluated and addressed as new project scope.

Go-Live prep / Go-Live

After the last iteration has been accepted by the client, Go-Live preparation activities can commence.

A conversion timeline will be drafted, published to SharePoint and shared with the teams. This timeline will identify the key steps for the conversion. It also identifies the process, time, resource, and communication procedures to keep the entire team in-sync. Once a detailed timeline is in place, two

mock conversions will be scheduled. Each mock conversion will execute all the steps of the conversion as though the client was going live at the completion of the mock conversion.

The mock conversion will include delivery of the source data from the client to the conversion server, execution of the conversion by the JTI conversion team, delivery of the conversion into the Client's eSeries Testing/Production environments, and validation of the conversion by the Client.

Any procedural issues identified during the mock will be addressed to complete the mock conversion, and steps will be taken to mitigate any risks during the next mock conversion or during the Go-Live conversion.

After the first mock, the teams should coordinate the system freeze. During the freeze, no configuration changes, conversion logic changes or eSeries build or version updates should occur. A second mock conversion will be executed as close to Go-Live as possible to validate the plan for the Go-Live conversion, while the system is frozen. The frozen eSeries configuration, eSeries application version, and frozen conversion script will be used for the Go-Live conversion.

If the system freeze is lifted for any reason, a successful mock conversion, with the new frozen eSeries configuration, eSeries application version, and frozen conversion script, must be completed prior to the Go-Live conversion run.

A successful mock conversion is required before Go-Live. Should the last mock conversion fail, an additional mock conversion will be completed.

What constitutes a failure?

- A condition that is unexpected such as:
 - Missing source data
 - Missing converted data
 - A halt during the execution of the conversion script
 - A missed step on the conversion timeline
 - A lifting of the system freeze

The client will be expected to sign a conversion acceptance form after the last mock conversion and before the Go-Live conversion that specifies:

The Client has received and tested the conversion, including case data, images (if applicable) and financials (if applicable). The Client has confirmed the conversion meets the requirements of the delivered Export, Transform and Load document (ETL mapping document) and authorizes JTI to proceed with the Go-Live conversion. The Client accepts the conversion without restriction and understands any conversion issues that may be identified post Go-Live will require manual updates by the Client. Any requested programmatic changes to the conversion post Go-Live, will require a separate statement of work and will incur additional costs.

This sign-off confirms that all defined and scripted logic is complete and accepted for the Go-Live conversion.

Assumptions:

- JTI will perform one Go-Live conversion.
- A Go-Live schedule is typically planned around a Friday close of business to a Monday start of business schedule, or a three-day holiday weekend to gain an extra day. Larger, more complex conversions might require more time, or unique Go-Live planning and scheduling.
- All conversion related Jiras should be completed before starting the mock conversion.
- There should be no changes during the system freeze. This is intended to give us the highest chance of success for the Go-Live conversion.
- The conversion acceptance after the last mock confirms that the Client accepts the scripted logic for the Go-Live conversion.

Client keys to data conversion success:

- JTI needs the client data early and consistently throughout the project.
- JTI needs the client to provide sample cases for each case group during the initiation phase.
- JTI needs the client to answer questions quickly during the mapping and initiation phases.
- JTI needs the client to thoroughly test at each iteration.
- JTI needs the client to report bugs or changes during, or signoff at the end of each iteration.
- JTI needs the client to sign off on the conversion before going live.

Appendix A: DATA CONVERSION PLAN Approval

The undersigned acknowledge they have reviewed the Data Conversion Plan and authorize and fund the eSeries data conversion project. The undersigned hereby give the project manager the authority to apply the approved level of organizational resources to project activities. Changes to this Data Conversion Plan will be coordinated with and approved by the undersigned or their designated representatives.

[List the individuals whose signatures are desired. Examples of such individuals are Business Sponsor and Project Manager. Add additional lines for signature as necessary. Although signatures are desired, they are not always required to move forward with the practices outlined within this document.]

Signature:	
Print Name:	
Title:	
Role:	
Date:	

Exhibit A-1: Milestones and Estimated Timelines

Milestone Invoicing Matrix.

Set forth below are the project's milestone-based deliverables. Invoices will be sent upon achievement of the exit criteria described. Each milestones entails a defined budget of hours, noted below. Estimated delivery dates are provided in the Gantt Chart following this table.

Milestone	Description	Entry Criteria	Exit Criteria	Invoicing	Hours
1	Project Initiation	Signed Contract	Project Plan agreed upon by JTI and Customer which includes: Project Schedule, Communication Plan, Change Management Plan, Data Conversion Plan, Invoicing Plan, Resource Plan, Risk Management Plan, Testing Plan and Training Plan. Notice to Proceed signed by Customer. eSeries installed in environment and access verified by Customer and JTI project personnel.	\$142,500	1000
2	Case Structure - Adult (Referrals and Court Reports)	Identify sample cases for each case type and division purposed for testing criteria. Hardware environment setup and access granted to JTI project team. Notice to Proceed signed by Client.	Client enters all sample cases into eSeries and verifies case structure exists for all necessary data elements. Customer signs case structure acceptance.	\$95,000	667
3	Case Structure - Adult (Grants and Supervisions)	Identify sample cases for each case type and division purposed for testing criteria. Hardware environment setup and access granted to JTI project team. Notice to Proceed signed by Client.	Client enters all sample cases into eSeries and verifies case structure exists for all necessary data elements. Customer signs case structure acceptance.	\$95,000	667
4	Case Structure - Juvenile (Bookings and Referrals)	Identify sample cases for each case type and division purposed for testing criteria. Hardware environment setup and access granted to JTI project team. Notice to Proceed signed by Client.	Client enters all sample cases into eSeries and verifies case structure exists for all necessary data elements. Customer signs case structure acceptance.	\$95,000	667
5	Case Structure - Juvenile (Grants and Supervisions)	Identify sample cases for each case type and division purposed for testing criteria. Hardware environment setup and access granted to JTI project team. Notice to Proceed signed by Client.	Client enters all sample cases into eSeries and verifies case structure exists for all necessary data elements. Customer signs case structure acceptance.	\$95,000	667

6	Case Structure - Juvenile Admissions and Facility Management	Identify sample cases for each case type and division purposed for testing criteria. Hardware environment setup and access granted to JTI project team. Notice to Proceed signed by Client.	Client enters all sample cases into eSeries and verifies case structure exists for all necessary data elements. Customer signs case structure acceptance.	\$95,000	667
7	Financial Structure	JTI delivers statute table/financial workbook including overview.	Customer tests all statutes and financial management components. Customer signed financial structure acceptance.	\$142,500	1000
8	Conversion Initiation - (PRISM)	Conversion plan acceptance	Data Conversion Kickoff Meeting held; Data Conversion Environment setup with eSeries installed on Customer hardware or AWS gov cloud; JTI access verified; notice to proceed signed by customer.	\$20,000	133
9	Conversion Iteration 1 - (PRISM)	Conversion Initiation and Case Structure Complete	ETL (Extract, Transform, Load) from case structure mapped, full conversion from source system to eSeries complete, conversion system testing with reported issues (Jiras), conversion iteration 1 signed by customer.	\$20,000	133
10	Conversion Iteration 2 - (PRISM)	Conversion Iteration 1 completed with acceptance signed by customer.	ETL (Extract, Transform, Load) from case structure mapping refined, issues from iteration 1 resolved, full conversion from source system to eSeries complete, conversion system testing with reported issues (Jiras), conversion iteration 2 signed by customer.	\$20,000	133
11	Conversion Iteration 3 - (PRISM)	Conversion Iteration 2 completed with acceptance signed by customer.	ETL (Extract, Transform, Load) from case structure mapping finalized, full conversion from source system to eSeries complete, conversion system testing complete, conversion iteration 3 acceptance signed by customer.	\$20,000	133
12	Conversion Acceptance - (PRISM)	Conversion iteration 3 completed with acceptance signed by customer.	Outstanding conversion issues resolved (Jiras). Conversion artifacts finalized with benchmarks. Conversion acceptance signed by customer representing ready for full production conversion.	\$20,000	133

13	Conversion Initiation - VCRAS - Risk Assessments	Conversion plan acceptance	Data Conversion Kickoff Meeting held; Data Conversion Environment setup with eSeries installed on Customer hardware or AWS gov cloud; JTI access verified; notice to proceed signed by customer.	\$10,000	67
14	Conversion Iteration 1 - VCRAS - Risk Assessments	Conversion Initiation and Case Structure Complete	ETL (Extract, Transform, Load) from case structure mapped, full conversion from source system to eSeries complete, conversion system testing with reported issues (Jiras), conversion iteration 1 signed by customer.	\$10,000	67
15	Conversion Iteration 2 - VCRAS - Risk Assessments	Conversion Iteration 1 completed with acceptance signed by customer.	ETL (Extract, Transform, Load) from case structure mapping refined, issues from iteration 1 resolved, full conversion from source system to eSeries complete, conversion system testing with reported issues (Jiras), conversion iteration 2 signed by customer.	\$10,000	67
16	Conversion Iteration 3 - VCRAS - Risk Assessments	Conversion Iteration 2 completed with acceptance signed by customer.	ETL (Extract, Transform, Load) from case structure mapping finalized, full conversion from source system to eSeries complete, conversion system testing complete, conversion iteration 3 acceptance signed by customer.	\$10,000	67
17	Conversion Acceptance - VCRAS - Risk Assessments	Conversion iteration 3 completed with acceptance signed by customer.	Outstanding conversion issues resolved (Jiras). Conversion artifacts finalized with benchmarks. Conversion acceptance signed by customer representing ready for full production conversion.	\$10,000	67
18	Interface Requirements - AFIS-LiveScan	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$20,000	133
19	Interface Delivery - AFIS-LiveScan	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$15,000	100
20	Interface Acceptance - AFIS-LiveScan	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100

21	Interface Requirements - BI Systems - EM	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$20,000	133
22	Interface Delivery - BI Systems - EM	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$15,000	100
23	Interface Acceptance - BI Systems - EM	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100
24	Interface Requirements - CLETS-DOJ SRF/SRQ	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$10,000	67
25	Interface Delivery - CLETS DOJ SRF/SRQ	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$10,000	67
26	Interface Acceptance - CLETS - DOJ SRF/SRQ	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$10,000	67
27	Interface Requirements - BookingPho toServices	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$10,000	67
28	Interface Delivery - BookingPho toServices	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$10,000	67
29	Interface Acceptance - BookingPho toServices	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$5,000	33
30	Interface Requirements - CalAIM	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by	\$20,000	133

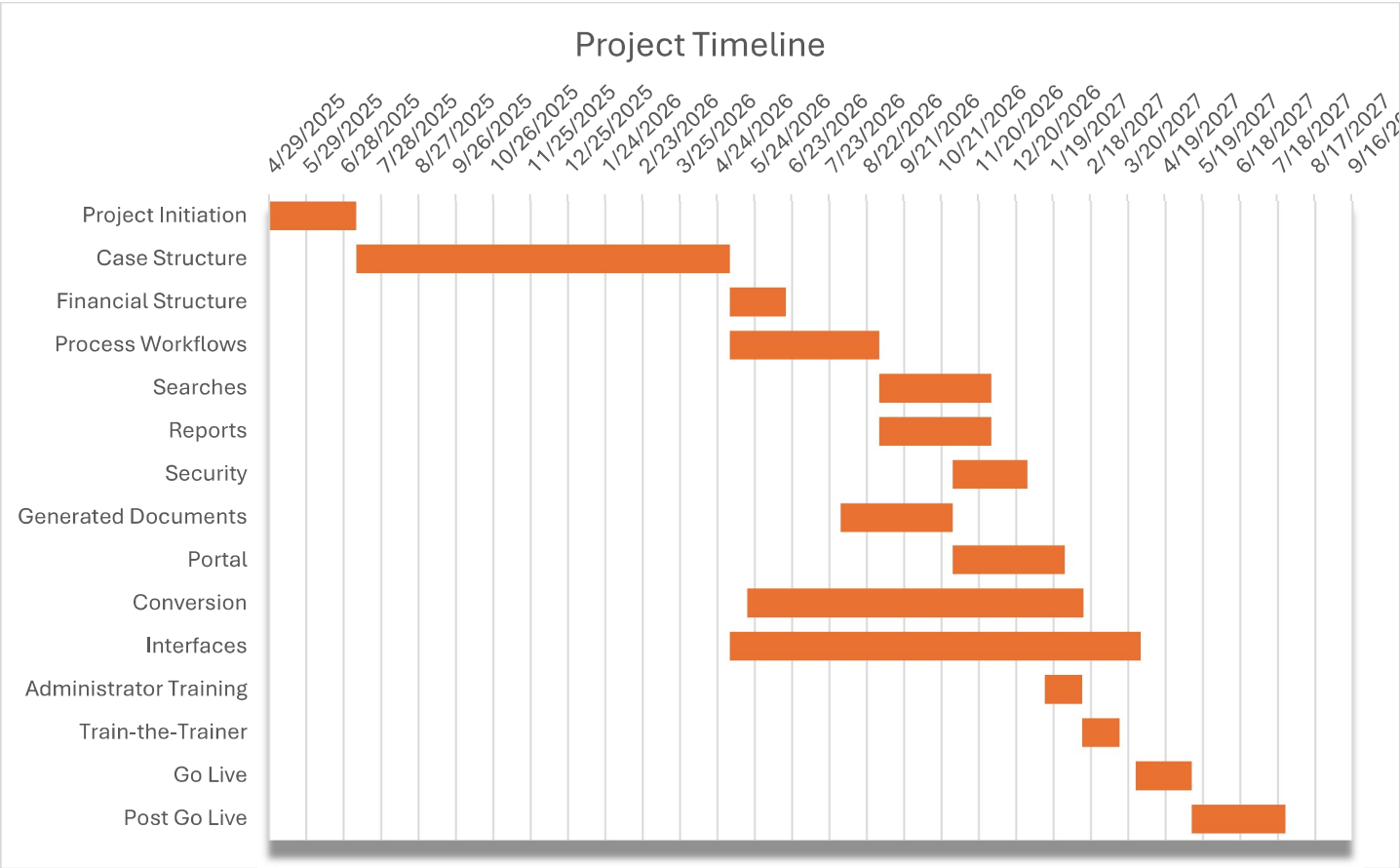
			customer.		
31	Interface Delivery - CalAIM	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$15,000	100
32	Interface Acceptance - CalAIM	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100
33	Interface Requirements - eSupervision to DA CMS	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$25,000	167
34	Interface Delivery - eSupervision to DA CMS	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$25,000	167
35	Interface Acceptance - eSupervision to DA CMS	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$25,000	167
36	Interface Requirements - eSupervision to PD CMS	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$10,000	67
37	Interface Delivery - eSupervision to PD CMS	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$10,000	67
38	Interface Acceptance - eSupervision to PD CMS	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$5,000	33
39	Interface Requirements - Inter-Agency Queue	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$20,000	133

40	Interface Delivery - Inter-Agency Queue	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$15,000	100
41	Interface Acceptance - Inter-Agency Queue	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100
42	Interface Requirements - Local Case Initiation	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$20,000	133
43	Interface Delivery - Local Case Initiation	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$15,000	100
44	Interface Acceptance - Local Case Initiation	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100
45	Interface Requirements - Multiple Court & eSupervision	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$100,000	667
46	Interface Delivery - Multiple Court & eSupervision	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$50,000	333
47	Interface Acceptance - Multiple Court & eSupervision	Interface Requirements -	Interface acceptance signed by customer.	\$50,000	333
48	Interface Requirements - Securus	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$20,000	133

49	Interface Delivery - Securus	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$15,000	100
50	Interface Acceptance - Securus	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100
51	Interface Requirements - Sheriff to eSupervision	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$10,000	67
52	Interface Delivery - Sheriff to eSupervision	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$10,000	67
53	Interface Acceptance - Sheriff to eSupervision	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$5,000	33
54	Interface Requirements - VINE	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$10,000	67
55	Interface Delivery - VINE	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with the customer.	\$10,000	67
56	Interface Acceptance - VINE	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$5,000	33
57	Interface Requirements - WellPath CorEMR	Interface plan and case structure acceptance	Interface requirements including schema mapping complete and notice to proceed signed by customer.	\$20,000	133
58	Interface Delivery - WellPath CorEMR	Interface requirements notice to proceed signed by the customer.	Interface development and deployment to customer environment complete. Deployment guide reviewed with	\$15,000	100

			the customer.		
59	Interface Acceptance - WellPath CorEMR	Interface deployed and deployment guide reviewed with the customer.	Interface acceptance signed by customer.	\$15,000	100
60	Process Workflows	Case structure acceptance and business processes identified in the process inventory. Process inventory must consider available budget.	Process inventory requirements, development, testing complete. Process inventory acceptance.	\$95,000	667
61	Document Templates	Signed Case Structure Acceptance. Templates quantified with a sample for each and received by JTI, Notice to Proceed signed by Client.	Templates tested and verified by Client; acceptance form signed by Client and JTI.	\$95,000	667
62	Searches	Signed Case Structure Acceptance. Name and define each custom search in scope for the project. Notice to Proceed signed by Client.	Client verifies all searches in scope and signs Searches Acceptance document.	\$95,000	667
63	Reports	Signed Case Structure Acceptance. Name and define each custom report in scope for the project. Notice to Proceed signed by Client.	Client verifies all reports in scope and signs Reports Acceptance document.	\$95,000	667
64	Portal	Signed Case Structure Acceptance, business processes identified and documented for Portal. Notice to Proceed signed by Client.	Client verifies all Portal business processes function. Client signs Portal Acceptance document.	\$95,000	667
65	System Acceptance and Go-Live	Signed Case Structure, Financial Structure, Workflow, Document Template, Searches/Reports, Interfaces and Data Conversion Acceptance.	JTI train the trainer complete, Customer end-user training complete, Documentation complete, Go-Live Checklist complete, and System Acceptance signed.	\$190,000	1333
			Total	\$2,330,000	16033

Estimated Project Timeline and Deliverable Dates



The above Gantt Chart with sequential vs parallel expected delivery dates correlates with the durations mentioned below and in the preceding Milestone Invoicing Matrix for the overall Project Milestones.

Project Initiation: 2-3 months

Case Structure: 2-3 months per deliverable and done mostly in sequence (with occasionally some work in parallel for Facility Management/JV Admissions). The entire Case Structure track should take 10-12 months. It is crucial to complete this deliverable prior to beginning most other work on the project to avoid re-work and change requests.

Financial Structure: Depending on collections of court fines and fees vs. normal supervision financials, 1-2 months. Testing and feedback from Ventura Resources may extend this, but can be done in parallel with other deliverables

Data Conversion: PRISM – 6-9 months
 VCRAS – 3-6 months and partially in parallel

Interfaces: Roughly 1 year in total based on current knowledge. This can be done in parallel to other efforts. Mapping and work on specific interfaces can be combined when possible and will be done sequentially if not. Project planning during the Project Initiation track will result in a more detailed timeline for the desired interfaces.

Process Workflows: 3-4 months and in parallel

Searches: 3 months and in parallel

Reports: 3 months and in parallel

Documents: 3-4 months and in parallel

Security: 2 months and in parallel and typically completed just prior to training/end-to-end testing

Portal: 3 months and in parallel (one of the last efforts as it is for external/public access)

Training/System Acceptance/Go-Live: Altogether, 2-3 months depending on scheduling

Exhibit A-2: Statement of Work Pricing

(for professional services; excluding license, maintenance and support fees)

A. eSupervision® Pricing Detail:

	One-Time Cost
Professional services, including expenses	
Implementation services	\$1,425,000
Available Interfaces (SEE SECTION C)	
AFIS-LiveScan (two exchanges)	\$50,000
BI Systems – EM (two exchanges)	\$50,000
BookingPhotoServices (one exchange)	\$25,000
CalAIM (two exchanges)	\$50,000
CLETS/DOJ-SRF (two exchanges)	\$30,000
eSupervision DA CMS exchanges (two exchanges)	\$75,000
eSupervision to Public Defender CMS (one exchange)	\$25,000
Inter-Agency Queue (two exchanges)	\$50,000
Local Case Initiation (two exchanges)	\$50,000
Multiple Court & eSupervision exchanges (two exchanges)	\$200,000
Securus (two exchanges)	\$50,000
Sheriff to eSupervision (one exchange)	\$25,000
VINE (one exchange)	\$25,000
WellPath CorEMR (two exchanges)	\$50,000
Data Conversions	
PRISM	\$100,000
VCRAS – Risk Assessments	\$50,000
Additional Services (As Needed/Requested – see Section F)	\$700,000
Total	<u>\$3,030,000</u>

B. Payment Timing; Milestones; Maximum Hours. Client shall pay the above fees on a periodic basis in accordance with the milestones and amounts identified in the Milestone-Invoicing Matrix set forth at Section G (“Milestone Invoicing Matrix”), and the payments shall be in consideration of services satisfactorily rendered by Journal Technologies in completing such milestones. Client acknowledges that the professional services fees are calculated on the good faith estimate that the project will require no more than 24,000 hours and be timeboxed to 24 months. Increases from this estimate due to causes within Client’s reasonable control will result in additional costs billed at Journal Technologies’ then-current rate for Services.

C. Joint Project; Interfaces; Conversions. Client acknowledges that there must be significant involvement from Client's personnel during the implementation, including with the conversion and interfaces listed in this Attachment. Meeting of targeted project dates set forth in the Project Work Plan will depend on Client's timely completion of its responsibilities set forth therein and in Exhibit A.

1. Interfaces Require Notice to Proceed, Business Description, and Specifications/Requirements Documents to become In Scope. The interfaces require a willing and capable data exchange partner at agencies with which the Client wishes to interface. The Client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces. To help ensure successful interface delivery, the interfaces set forth in this attachment are optional and out-of-scope as of the Contract effective date, and shall only become in-scope once Client has provided Journal Technologies, individually for each desired interface:

- a signed Notice-to-Proceed for the desired interface, with exchange partner contact information;
- a complete business description of the desired interface; and
- necessary interface specifications and requirements documentation for the desired interface.

a. Expiration of Interface Availability after One (1) Year. Interfaces listed in this attachment are available at the quoted price for a limited duration. After one (1) year, any listed interfaces for which Client has not provided Journal Technologies with a signed Notice-to-Proceed, and all accompanying information identified above, shall no longer be available at the quoted price. At that point, such interfaces may only be added to the project scope pursuant to a subsequent Statement of Work.

b. Exchanges. Each interface is limited in scope. A one-exchange interface is limited to one data exchange to or from the exchange partner. Each two-exchange interface is limited in scope to one data exchange in each direction (to and from the exchange partner). A data exchange can be described as a single business transaction. Success or failure messages and error logging do not count as a data exchange.

2. Conversion. 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 the Client's IT department. From the common database Journal Technologies will insert it into the 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. Client shall be responsible for ensuring the cooperation of its other contractors that are counterparties to the conversion(s)

D. Maximum Custom Workflows; Searches; Reports; Document Templates In Scope. In addition to standard features, the implementation services include, at most, the following amount of custom items, with any additional custom items to be provided pursuant to a subsequent Statement of Work: 30 custom Workflows; 30 Searches and Reports; and 30 Document Templates

E. Taxes. Client acknowledges and agrees that Journal Technologies has prepared this exhibit on the assumption that the 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 Client.

F. Additional Professional Services. There is an additional provision for up to an additional \$700,000 that can be used for professional services. This includes optional systems such as “double-entry accounting financial package”, or any additional functionality not covered in the base software (such as custom reports, forms, labels, or interfaces, and legislative updates and subsequent training) and not already part of planned enhancement or roadmap per the requirements traceability matrix. Professional services hours are at a blended rate of \$200 per hour and will be utilized as needed, depending on any new enhancements or requirements that arise during the project. The funds will be allocated based on negotiated terms and project needs.

Exhibit A-3

Journal Technologies SaaS Technical Overview

Connecting to eSeries

eSeries resides in AWS US GovCloud, an isolated AWS region that complies with FedRAMP, CJIS, NIST, and other standards. Journal Technologies currently offer two connectivity methods for customers to connect with their hosted eSeries application (a third is under development):

1. Site to Site VPN

A standard IPSEC site to site VPN between the customer's network and an isolated virtual private cloud (VPC). This joins eSeries VPC to the customer's private network via an encrypted VPN tunnel, and user traffic is routed via private range IP addresses which are more secure. *See Appendix A for more details.*

2. IP Whitelisting

For this method we restrict access to eSeries to only the public IP addresses the customer authorizes. Typically, this is the public IP range of the customer's office network. This network restriction is combined with the applications TLS encryption over HTTPS to secure the eSeries instance. *See Appendix A for more details.*

3. Zero Trust (Under Development)

Many customers have difficulty managing whitelisting and Site-to-Site VPNs. They also want their users to be able to securely access eSeries from anywhere (home office, Starbucks, etc) without having to VPN into their own network first. Zero Trust is a modern security concept which discards the idea of corporate VPNs and IP addresses in favor of strict verifications based on the user's identity, their device and other contextual factors. Our team is working on a Zero Trust solution. This would allow customers to leverage their own OpenID compliant identity provider for eSeries user login. At this time, Zero Trust should be considered an R&D project with no guarantee of the precise date when it will be offered as a third connection option.

Required Bandwidth

The minimum total network bandwidth required by a customer's internet connection is difficult for Journal Tech to estimate as we have no knowledge of how many users there are on the network, what activities they typically perform, etc.

With this in mind, a minimum total network bandwidth of around 250 Mbps would likely ensure adequate performance. A 1 Gbps symmetric connection would be recommended especially for peak usage times or future scalability.

AWS Site-to-Site VPN supports a maximum throughput of 1.25 Gbps per VPN tunnel, but real-world performance may vary based on internet conditions and the configuration of the customer's VPN gateway. With IP whitelisting, the network bandwidth provided by AWS depends on a variety of infrastructure factors but up to 5 Gbps would be a reasonable estimate.

AWS GovCloud

AWS GovCloud (US) is a world-class, isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping Journal Technologies support our customer's strict compliance requirements. 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. AWS keeps their data center locations strictly confidential for compliance reasons and to maintain the security and privacy of customer data. All AWS GovCloud (US) datacenters are located in the continental United States and staffed by US citizens. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Database Backups & Disaster Recovery

Journal Technologies backups client production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final 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. We snapshot client running Compute Instances (CI) once every 24 hours and rotate the CI backups every 14 days. All backups and snapshots are encrypted at rest.

In a disaster scenario, should client compute instances in the primary availability zone cease to respond, we begin to restore from backups and snapshots to a different availability zone. Our DR Restore Point Objective (RPO) is two hours or less and our Recovery Time Objective (RTO) is twenty-four hours or less.

Monitoring

We use enterprise, open-source monitoring software to collect performance metrics such as network utilization, CPU load, disk space consumption, etc. Our monitoring agents send messages based on predefined thresholds or events to internal SaaS notification channels which then distribute the issue to the appropriate team(s). Based on the type of issue (infrastructure, application, etc) the message is routed either to our customer support team or CloudOps technical support team.

Environments

Our standard commercial offering includes

1. **Production Environment.** This is a live system where the application is fully operational and accessible to end-users. It is the environment where real-world users interact with the application, and all the data and configurations are set up to ensure reliable performance, security, and uptime.
2. **Auxiliary Environment.** This can be used for development, testing and training purposes. The Auxiliary environment is isolated from version upgrades and can be independently upgraded where required for testing or upgrade purposes.

An additional environment used for development, testing or training costs **\$1,086 USD per month**. This cost is subject to change. It supports an eSeries application with the option for a Portal, OCR and Elastic Search at no additional cost. All systems in this environment are assumed to be running under basic testing conditions (load, etc).

The process of provisioning additional environments involves reviewing the environment requirements with Journal Tech Support and then placing a request ticket. Depending on the requirements and availability of our hosting teams, additional non-production environments can be stood up anywhere from a day to two weeks.

No Audits or Access to Infrastructure

Customers don't have direct, privileged access to Journal Tech's hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc). Additionally, we do not allow third-party information audits nor do we install customer requested information security monitoring software. We encourage customers to request copies of our SOC 2 Type 2 audit.

Security

Data Security

Journal Technologies builds our hosted solution to meet modern data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. We also reference Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5. This mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls. Our commitment to CJIS generally overlaps with similar information security standards such as *California DOJ CLETS PPP*.

Data at Rest

The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit

Journal Tech customers are hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJI is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

Destroying Physical Media

When a storage device has reached the end of its useful life, AWS decommissions media using techniques detailed in NIST 800-88. Media that stored customer data is not removed from AWS control until it has been securely decommissioned. AWS doesn't provide a detailed certificate for each piece of electronic media that has been sanitized. Interested parties can read more about the AWS media destruction policy here:

<https://aws.amazon.com/compliance/data-center/controls>

Security Software

Patch Management

We use a cloud-native patching platform that automates our patch management across Windows, Linux, Docker containers and third-party software used across our fleet such as Apache, Java and others. Patch management is automatically conducted weekly within the maintenance windows defined in our SLAs. Our security team runs weekly "pre-patch reviews" to ensure upcoming patches are known in case we need to manually patch a specific system.

Endpoint Security

We use a managed detection and response (MDR) solution from a world-class security company which unifies antivirus (NGAV), endpoint detection and response (EDR), cyber threat intelligence, managed threat hunting capabilities and security hygiene. As part of this managed service, the managed service team monitors our hosted systems 24 hours a day, seven days a week, investigating every security alert with the goal of identifying and remediating intrusions at their very earliest stages. This managed service effectively provides the equivalent coverage of an experienced team of 5+ full-time employees (FTEs).

Intrusion Detection System

We use a series of enterprise software tools to detect and report suspicious security events. It collects data from our network security tools, authentication logs, system logs and endpoint devices. It then runs analytics on this data to correlate users, accounts, authentications, alerts, and privileges. The analysis provides insight into user behavior while searching for other known indicators of compromise.

We also use a product which uses scan engines to detect assets on our network, collect information about them, and test these assets for vulnerabilities. These scan engines test vulnerabilities in multiple ways. One method is to check software version numbers, flagging out-of-date versions. Another method is “safe exploit” by which target systems are probed for conditions that render them vulnerable to attack. The logic built into vulnerability tests mirrors the steps that sophisticated attackers would take in attempting to penetrate your network.

Web Application Firewall

We currently use products from Signal Sciences as a web application firewall (WAF) for public facing portal systems. Together, Signal Sciences provides application-level defense against several classes of attacks that can lead to ransomware such as XSS attacks, SQL injections, malicious bots, account takeover/credential stuffing, API abuse and more.

Document Storage

Cloud Document Store leverages AWS world-class objects storage solution as the eSeries IDM. All eSeries IDM objects are in storage classes that replicate objects across a minimum of two AZs to protect against the loss of one entire AZ. These Availability Zones consist of one or more discrete data centers, each of which has redundant power, networking and connectivity, and is housed in separate facilities. Each Availability Zone (AZ) has multiple Internet connections and power connections to multiple grids.

Object storage has significantly cheaper storage costs than block storage. Customers are billed monthly for the storage they use (“pay as you go”). Objects are automatically moved between three cost-effective storage tiers based on data access patterns

Backups

The traditional concepts of disk backups or snapshots don't apply. Journal Tech uses cloud providers that store data on multiple devices across at least three Availability Zones (effectively multiple data centers)

- Durability: 99.999999999%
- Availability: 99.99%
- Designed to sustain the concurrent loss of data in two facilities

Cross-region replication is available for high security requirements (ex. FedRAMP) but more than 2x cost.

Document Versioning

Journal Tech uses versioning to prevent objects from being accidentally deleted or overwritten by unintended actions (ex. business rule that inadvertently deletes documents in a case).

- *Adding a Document*
Every new document receives a unique version ID. If a previous object is overwritten, the previous version becomes a noncurrent version.
- *Deleting a Document*
Instead of removing it permanently, a delete marker is used which (i) becomes the current object version and (ii) preserves the original object as a version. This can be considered a "soft delete" or "trash can". Any previous versions of the object can be restored. To keep cloud document store economical, an optional process can be configured in AWS which permanently deletes previous versions of objects 60 days after they've been versioned.

Document Storage Tiers

Objects are automatically moved between three cost-effective storage tiers based on data access patterns.

- Frequent Access (FA)
Data that is accessed frequently and requires millisecond access when needed. This is a standard storage class with high durability, latency, throughput and availability.

- Infrequent Access (IA)
Data that is accessed less frequently but requires rapid access when needed. Infrequent Access has the same durability, latency and throughput as Frequent Access but has 99.9% availability (compared to 99.99%). The 0.1% when data is not available, it will typically be available on retry of any GET.
- Archive Instant Access (AIA)
Rarely accessed data that needs fast, instant retrieval and high throughput performance. Archive Access has the same durability, latency and throughput as Frequent Access but has 99.9% availability (compared to 99.99%). The 0.1% when data is not available, it will typically be available on retry of any GET.

The object lifecycle is as follows:

- Objects start in the *Frequent Access* storage.
- Objects greater than 128 KB that have not been downloaded for 30 consecutive days are automatically moved to the *Infrequent Access* tier.
- Objects that have not been downloaded for 90 consecutive days are automatically moved to the *Archive Access* tier.
- Anytime an object is downloaded, it's automatically moved back to the *Frequent Access* and the cycle repeats.

Over time, monthly hosting costs will reduce as more objects transition to Infrequent and Archive Access tiers for longer periods (ex. closed cases). We're generally seeing the following percentage of time documents are in a particular tier:

- 75% of documents in Archive Access
- 15% of documents in Infrequent Access
- 10% of documents in Frequent Access

Document Storage Billing

All customers will be sent a monthly invoice for their document storage costs based on the following fee schedule:

Storage Tier	Monthly Price*
Frequent Access	\$0.093 per GB
Infrequent Access	\$0.055 per GB
Archive Access	\$0.0278 per GB

** Billing is based on average daily storage and is assessed on a monthly basis. Storage usage is calculated in binary gigabytes (GB), where 1 GB is 1,073,741,824 bytes. This unit of measurement is*

also known as a gibibyte (GiB), defined by the International Electrotechnical Commission (IEC).

Business Intelligence Tool Support

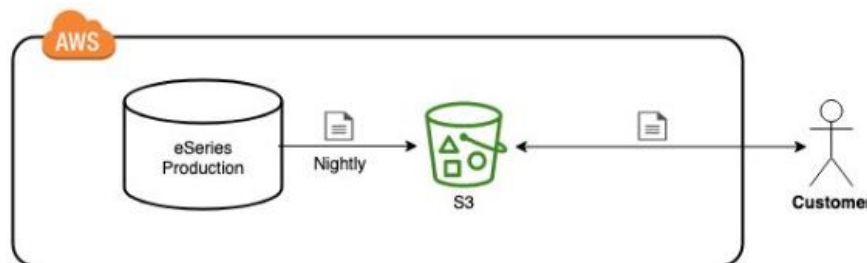
Journal Technologies does NOT currently provide customers with direct access to databases attached to Journal Tech applications (eSeries, Portal, etc). Nor does Journal Technologies allow or manage 3rd party software on our Journal Tech cloud SaaS infrastructure.

Instead, we currently offer two options for customers who wish to run business intelligence tools against their databases hosted by Journal Technologies.

Option #1 – Nightly Backup Download

Additional Cost to Customer: NONE

Nightly database backups are available to the Customer upon request. Journal Technologies will export data using standard data formats to a location the customer may download from AWS S3. Each day's copy overwrites the previous nights. These backups can be used at the Customer's discretion such as running Business Intelligence tools such as Microsoft BI or Tableau. Customers must honor (i) all Journal Technology non-disclosure terms as well as (ii) responsibilities associated with all applicable Federal, State, and local laws in connection with data protection.



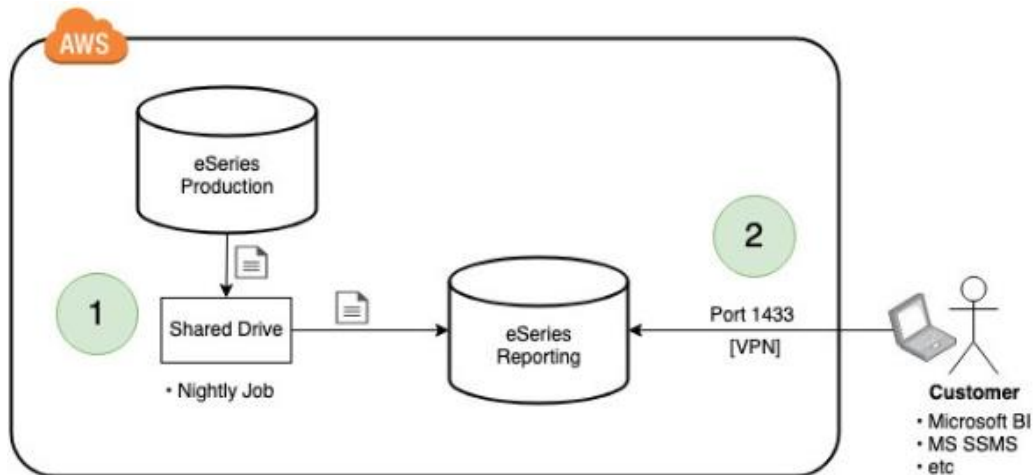
Option #2 - Dedicated Business Intelligence Database

Additional Cost to Customer: \$1,245/mo

Best solution for customers running Business Intelligence tools such as Microsoft Power BI or Tableau. The customer pays for a second, dedicated database which is restored nightly with production data every 24 hours. The database is hosted by Journal Tech in our AWS GovCloud. Pricing is subject to change as we're always trying to get the best deal on database costs.

- Customers access the database via tools hosted on their own systems.
- Customers may only provide access to their own agency users (no 3rd party agencies).

- Journal Technologies does not provide support for the tools used by the Customer.
- Data storage counts against the Customer's contractual allocation.
- Connects to BI Database Server via standard port 1433 through VPN.
- A maximum of 5 end-users per customer will be provided read-only access.



SOC 2 Type 2

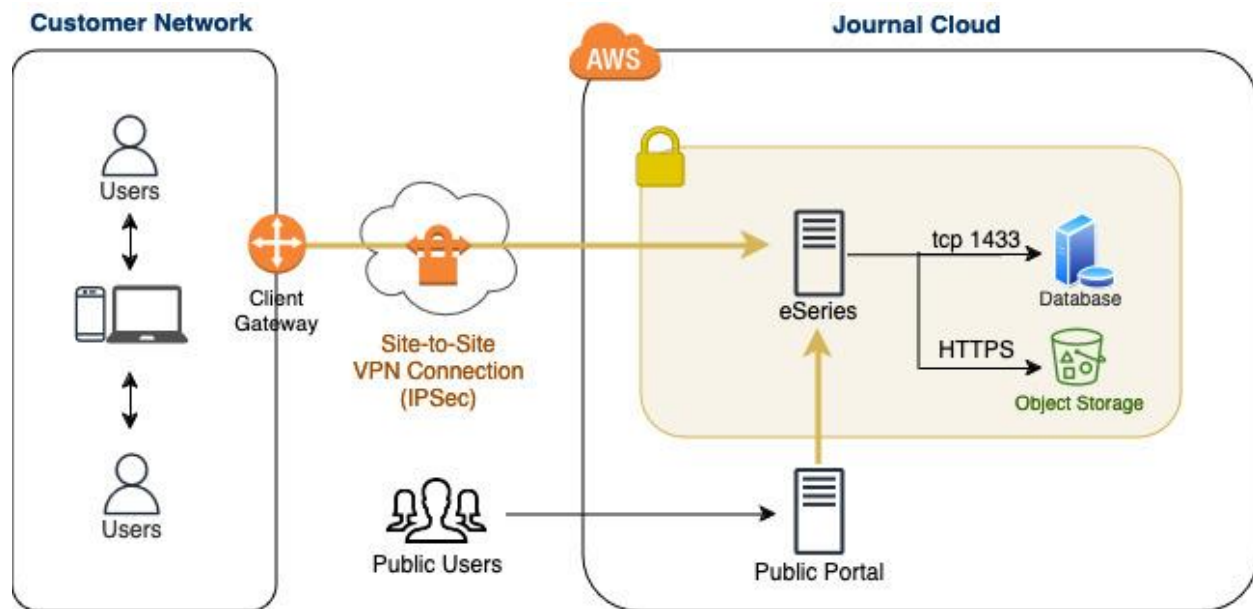
Our SaaS solution is a mixture of server types and operating systems resting on a high-performance infrastructure provided by AWS US GovCloud. Customers don't have direct, privileged access to Journal Tech's hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc). Additionally, we do not allow third-party information audits, nor do we install customer requested information security monitoring software.

Should you need a better understanding of our hosting service, you can request a copy of our SOC 2 Type 2 report -- an annual, independent third-party examination of our information security controls. Journal Technologies completed our latest System & Organization Control (SOC) 2 Type 2 audit in September 2024. A signed NDA is required to view our SOC 2 report.

APPENDIX A – Connection Details

eSeries resides in AWS US GovCloud, an isolated AWS region that complies with FedRAMP, CJIS, NIST, and other standards. Customer users connect to eSeries using Amazon's secure VPC (IPSec) through the client's firewall or IP whitelisting of the client's internet router.

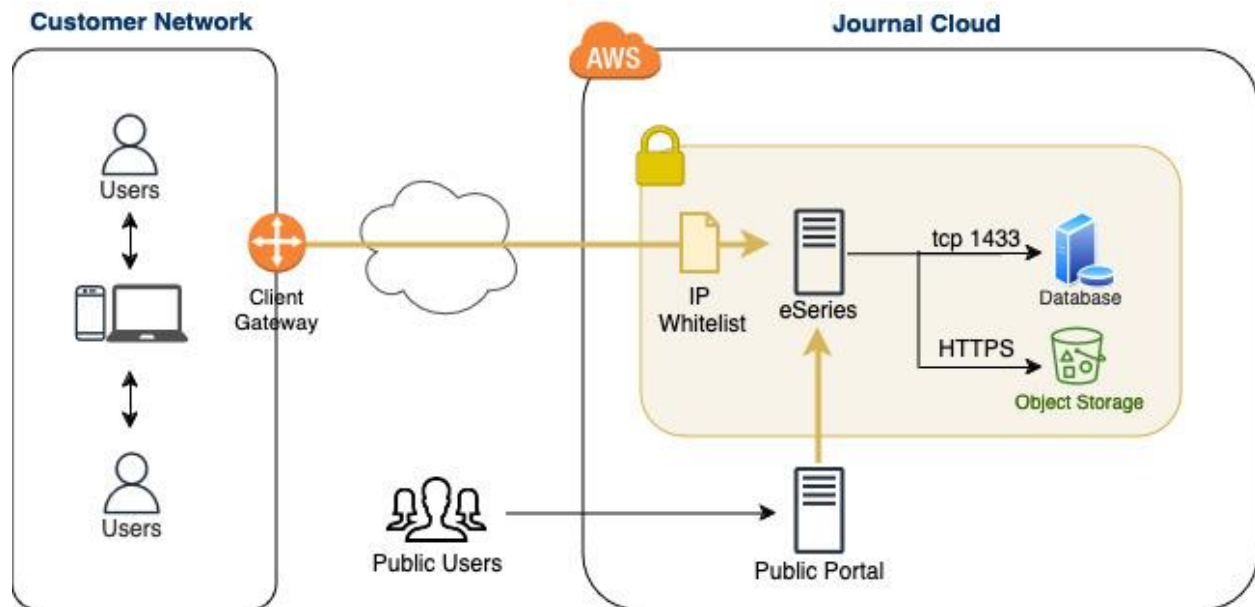
Option #1 - Site to Site VPN



A standard IPSEC site to site VPN between the customer's network and an isolated virtual private cloud (VPC). This joins eSeries VPC to the customer's private network via an encrypted VPN tunnel, and user traffic is routed via private range IP addresses which are more secure.

- eSeries servers run under HTTPS port 443.
- Database runs on port 1433.
- Calls to object storage (ex. S3) use HTTPS.
- Users can make secure calls directly to S3 object storage for uploads/downloads.
- Journal Tech doesn't set up dynamic routing (no BGP).
- The Public Portal is configured to connect securely to eSeries (SSL).
- Traffic from the public internet does not reach eSeries.
- No traffic is allowed to eSeries from the public (internet, public wifi, etc).

Option #2 - IP Whitelist



Journal Tech restricts access to eSeries to only the public IP addresses the customer authorizes. Typically, this is the public IP range of the customer's office network. This network restriction is combined with the applications TLS encryption over HTTPS to secure the eSeries instance.

- eSeries servers run under HTTPS port 443.
- Database runs on port 1433.
- Calls to object storage (ex. S3) use HTTPS.
- Users can make secure calls directly to S3 object storage for uploads/downloads.
- Journal Tech doesn't set up dynamic routing (no BGP).
- The Public Portal is configured to connect securely to eSeries (SSL).
- Traffic from the public internet does not reach eSeries.
- No traffic is allowed to eSeries from the public (internet, public wifi, etc).

IP Whitelist Policy

- The customer must own the IP addresses for connecting to eSeries.
- Customers that use 3rd party systems that require access to the eSeries API must be prepared to provide additional security information about the system before IP whitelists can be granted.
- 3rd party systems requesting API access must be prepared to use both Basic Authentication and API Key Authentication in their requests.

Exhibit A-4



April 14, 2025

County of Ventura

Information Technology Services

Attn: Shekhar Iyer, VICIIS 2.0 Project Manager

delivered electronically to Shekhar.Iyer@ventura.org

Re: Quote for eProbation Recurring Costs Following Go Live for 5-Year Period

Dear Shekhar:

To help enable the County of Ventura to finalize and execute the pending contract following RFP 6189, Journal Technologies provides attached hereto a summary of the expected recurring *eProbation* fees for the five years following the County Probation Department's "go live" (i.e., as defined in the contract, the point at which the system is in live production use). These fees will be in consideration of JTI providing software licenses, regular upgrades, on-call software support, and hosting services for the eProbation system, in accordance with the terms of the contract between JTI and County.

Please note:

(a) Fees Change Depending on User Count: The totals below are based on the number of software licenses County intends to have in use as of go live. If that number increases or decreases, the associated costs will change in correspondence with agreed terms in the contract.

(b) Hosted File Storage Estimated: The invoiced cost for hosted file storage will depend on County's actual usage, which cannot be determined until such use is made. JTI and County have worked together to arrive at a good faith estimate of what the actual charge will be.

(c) Fiscal Years Estimated: We have estimated the fiscal years that are suggested in the attached to correspond with County's first five years using the eProbation system following go live. The actual timing of go live (and therefore the fiscal years corresponding to County's first five years using the system) will depend on the timeline of the implementation project, which in turn will depend in part on County's timely completion of its responsibilities in the contract pertaining to system implementation.

(d) Costs Exclude System Implementation Fees: These numbers only define the recurring costs to County to license the system (and receive the upgrades, support, and hosting services relating to it as defined in the contract) following go live. Costs for pre-go live implementation of the system, and for any subsequent add-on professional services work requested by County are described elsewhere in the contract and in materials provided by JTI in its response to RFP 6189 and our subsequent BAFO.

(e) Terms Apply: The terms of the contract between County and JTI more fully set forth terms and conditions pertaining to the invoicing and payment of fees associated with the eProbation system. The attached is meant as a brief summary of the recurring fees, but shall not override or supersede any such terms.

Should you have any questions regarding the information herein don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Cardile', written in a cursive style.

Brian Cardile, Corporate Secretary
bcardile@journaltech.com

Encl.

Attachment A: eProbation Recurring Fees for 5 Years Following Go Live

Grand Total for BOS Letter with Probation Portion up to Year 5		\$2,805,966
FY 27 -28 (FY 28 - Probation to Pay after FY 27)	July 2027 to June 2028	\$507,081
Year 1(After Go Live) License/Maintenance/Support Fees (520 Licenses)	(Year 1 \$317,000)	\$317,000
Year 1 (After Go Live) Hosting and Database Storage (1TB) Fees	(Year 1 \$174,000)	\$174,000
Year 1 (After Go Live) Dedicated Business Intelligence Database	(\$1245 Per Month)	\$14,940
Year 1 (After Go Live) Hosted File Storage (<i>Estimated</i> ; assumes 2TB starting size)	(Year 1 \$1,141)	\$1,141
FY 28 -29 (FY 29 - Probation to Pay after FY 27)	July 2028 to June 2029	\$532,839
Year 2 (After Go Live) License/Maintenance/Support Fees (520 Licenses)	([Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] Year 2 - \$332,850)	\$332,850
Year 2 (After Go Live) Hosting and Database Storage (1TB) Fees	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] Year 2 - \$182,700	\$182,700
Year 2 (After Go Live) Dedicated Business Intelligence Database	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] (\$1,307 Per Month)	\$15,684
Year 2 (After Go Live) Hosted File Storage (<i>Estimated</i>)	(Year 2 \$1,605)	\$1,605
FY 29 -30 (FY 30 - Probation to Pay after FY 27)	July 2028 to June 2029	\$559,861

Year 3 (After Go Live) License/Maintenance/Support Fees (520 Licenses)	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] Year 3 - \$349,493)	\$349,493
Year 3 (After Go Live) Hosting and Database Storage (1TB) Fees	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] Year 3 - \$191,835	\$191,835
Year 3 (After Go Live) Dedicated Business Intelligence Database	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] (\$1,372 Per Month)	\$16,464
Year 3 (After Go Live) Hosted File Storage (<i>Estimated</i>)	(Year 3 \$2,069)	\$2,069
FY 30 -31 (FY 31 - Probation to Pay after FY 27)	July 2029 to June 2030	\$588,219
Year 4 (After Go Live) License/Maintenance/Support Fees (520 Licenses)	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] Option to Extend: Year 4 - \$366,967)	\$366,967
Year 4 (After Go Live) Hosting and Database Storage (1TB) Fees	[Year over Year Adjusted for Consumer Price Index ("CPI"). Maximum Increase per Year 5%] Option to Extend: Year 4 - \$201,427	\$201,427
Year 4 (After Go Live) Dedicated Business Intelligence Database	[Year over Year Adjusted for Consumer Price Index ("CPI").	\$17,292

	Maximum Increase per Year 5%] (\$1,441 Per Month)	
Year 4 (After Go Live) Hosted File Storage (<i>Estimated</i>)	(Year 4 \$2,533)	\$2,533
FY 31 -32 (FY 32 - Probation to Pay after FY 27)	July 2030 to June 2031	\$617,966
Year 5 (After Go Live) License/Maintenance/Support Fees (520 Licenses)	([Year over Year Adjusted for Consumer Price Index (“CPI”). Maximum Increase per Year 5%] Option to Extend: Year 5 - \$385,315)	\$385,315
Year 5 (After Go Live) Hosting and Database Storage (1TB) Fees	[Year over Year Adjusted for Consumer Price Index (“CPI”). Maximum Increase per Year 5%] Option to Extend: Year 5 - \$211,498	\$211,498
Year 5 (After Go Live) Dedicated Business Intelligence Database	[Year over Year Adjusted for Consumer Price Index (“CPI”). Maximum Increase per Year 5%] (\$1,513 Per Month)	\$18,156
Year 5 (After Go Live) Hosted File Storage (<i>Estimated</i>)	(Year 5 \$2,997)	\$2,997

Exhibit B

Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this “**Agreement**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Licensor**”), and the County of Ventura (hereinafter “**Licensee**”), is made as of the date executed by both Licensor and Licensee (the “**Effective Date**”).

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 A (“LICENSE, MAINTENANCE AND SUPPORT 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”).

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 **Services** shall have the meaning provided in the Professional Services Agreement

1.11 **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.

1.12 **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.

1.13 **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, or (b) any other non-court/agency 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 an interface or 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, Licenser grants to Licensee and Licensee hereby accepts from Licenser 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 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 for such Users and is not otherwise in default under this 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 Licenser and this 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 License, Maintenance and Support 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 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 have been received by Licenser). The License Term shall continue until the fifth 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 Licenser 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. Licensee shall make payment of the License, Maintenance and Support Fees to Licenser based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term (net 30), including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licenser, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated

according to Exhibit A, 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, (d) permit any party access to the Licensed Software for purposes of programming against it, or (e) enable, allow or cause access to the Licensed Software by any artificial intelligence or automated program not provided by or expressly authorized by Licensor. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes to the licensed software or its database caused by the Licensee or by any third-party artificial-intelligence or automated program enabled by Licensee to access the Licensed Software; or (3) software scripts from being added to the Licensed Software or its database by the Licensee or by any third-party artificial intelligence or automated program enabled by Licensee to access the Licensed Software. 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 B (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and provide the completed form to Licensor for submission to InnovaSafe.

2.2.6 Access to and Use of County Technology. As part of this Agreement, Licensor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is

made a part hereof. Any employee, sub-contractor, or agent of the Licensor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) Licensee information technology systems in the course of his, or her, work for Client is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any Licensee information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the Licensee. For the avoidance of doubt and notwithstanding the foregoing, Licensee acknowledges that hosted services provided pursuant to Exhibit C (“Hosted Services”) of the License Agreement shall be performed consistent with the terms thereof.

2.2.7 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 C (“HOSTED SERVICES”), and to Licensee’s payment of the requisite hosting and storage fees referenced therein and set forth in Exhibit A for all periods during which Licensor provides Hosted Service, in addition to Licensee’s payment of the License, Maintenance and Support Fees in accordance with Section 2.2.2 and Exhibit A. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit C to this 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 described in Section 2.2.2, and subject to all of the terms and conditions of this 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. For the avoidance of doubt, Licensee elects when it wishes to apply provided Maintenance to the Licensed Software. If Licensee elects not to apply Maintenance such that Licensee is not using one of the two (2) most recent generally available versions of the Licensed Software, and then Licensee requires assistance from Licensor in applying Maintenance to upgrade to a newer version, any such assistance will be provided pursuant to a Statement of Work governed by the terms of the Professional Services Agreement between the parties.

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 7:00 pm Mountain time, Monday through Friday, except for federal holidays. 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. If, during the course of responding to Licensee's request for Support, Licensor provides Services that exceed, in Licensor's reasonable judgment, the Support included and defined as part of this Agreement, such Services may be charged to Licensee at the hourly rate defined in the Professional Service Agreement.

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 maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit C ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 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 pursuant to a Statement of Work governed by the terms of the Professional Services Agreement between the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor 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 Licensor 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 Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 (“Conditions to Receive Support”) above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days’ notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor 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) Licensor 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 Licensor is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor 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 Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor 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, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS 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.

5. LIMITATIONS ON LIABILITY

5.1 General Indemnity. All activities and/or work performed or controlled by Journal Technologies under this Agreement will be at the risk of Journal Technologies alone. Journal Technologies agrees to defend, indemnify, and save harmless the Client, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all third-party claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Journal Technologies, Client or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the negligence or willful misconduct of Journal Technologies in relation to its obligations herein described or undertaken, save and except to the extent such Third Party Claims litigation arises through the negligence or wrongdoing and/or willful misconduct of Client. Journal Technologies shall not settle or otherwise compromise a Third Party Claim covered by this section without Client's prior written approval. Journal Technologies agrees to waive all rights of subrogation against Client for losses arising out of the negligence or willful misconduct of Journal Technologies in relation to from the activities and/or work covered by this Agreement.

5.2 TOTAL LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW, 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 AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS 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 C 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 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 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 Agreement from accidental or unlawful access or unauthorized or improper disclosure. Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Licensor under this Agreement which Licensee requests in writing to be kept confidential, will not be made available to any individual or organization by Licensor without the prior written approval of the County except as required or authorized by law. 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 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, and demands 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 becomes part of the public domain other than by way of a breach of this 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 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 Agreement will be in effect from the Effective Date through _____ subject to all the terms and conditions set forth herein.

7.2 Termination by Licenser.

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

7.2.2 Other Licensee Defaults. Licenser may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this 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 Licenser to Licensee.

7.3 Termination by Licensee.

7.3.1 For Convenience. Licensee may terminate this Agreement at any time for any reason by providing thirty (30) days’ written notice to Licenser.

7.3.2 For Default. If Licenser defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within thirty (30) days after service upon Licenser of written notice of the default. If Licenser fails to cure the default within that time, then Licensee may terminate this Agreement without further notice. The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7.3.1, above. Licensee’s position that the Licenser has committed a default shall not constitute a legal finding of breach or default, nor shall it serve as a conclusive basis for any legal claim of breach against the Licenser. Any such claims must be adjudicated in accordance with Section 8.5. (“Dispute Resolution”), and Licenser reserves all rights and defenses with respect to any alleged default or breach.

7.3.3 Non-Appropriation; Continuation of Agreement. Continuation of this Agreement is subject to the appropriation of funds for such purpose by the County Board of Supervisors. If funds to effect such continued payment are not appropriated, Licensee may terminate this Agreement as thereby affected and Licenser will relieve Licensee of any further obligation thereof.

7.4 Actions Upon and Following Termination. Termination of this 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. Licensor will be paid for all Work performed to the date of termination, as long as such work was performed consistent with the terms and conditions of this Agreement. On expiration or termination of this Agreement, Licensee will be entitled to immediate possession of, and Licensor will furnish on request (to the extent the following materials are in Licensor's possession and otherwise inaccessible to Licensee), all Customer Data and any Licensee-produced computations, plans, correspondence and other pertinent data gathered or computed by Licensee for this particular Agreement prior to any termination, provided such computations, plans, correspondence and other data contain no intellectual property, sensitive information, or work product of Licensor. 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 Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this 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 Notice. All notices required under this Agreement will be made in writing and addressed or delivered as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: Danny Hemnani, CEO

and

Munger, Tolles & Olson LLP
815 Connecticut Ave., NW
Washington, DC 20006
Attention: Brett Rodda

To Licensee: County of Ventura General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

8.3 No Third Party Beneficiaries. Except for indemnitees under Sections 8.11 (“Independent Contractor”) and 5.1 (“General Indemnity”), this Agreement does not, and the parties to this Agreement do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this Agreement will be construed so as to confer on any third party a right of action under this Agreement or in any manner whatsoever.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for immediate termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party’s assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensors shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 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, war, epidemics, or pandemics.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the California without giving effect to its conflict of law principles.

8.9 Insurance Provisions. Licensor, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:

8.9.1 General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

8.9.2 Workers Compensation coverage, in full compliance with California statutory requirements, for all employees of Licensor and Employer’s Liability in the minimum amount of \$1,000,000.

8.9.3 Personal Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

8.9.4 Cyber Liability (Security & Privacy) coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

8.9.5 All insurance will be primary coverage as respects Licensee and any insurance or self insurance maintained by Licensee will be excess of Licensor’s insurance coverage and will not contribute to it. Licensee is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. The Licensee is to be named as Additional Insured as respects to work done by Licensor under the terms of this Agreement for General Liability Insurance. Licensor agrees to waive all rights of subrogation against the Licensee, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Licensor under the terms of this Agreement. Policies will not be canceled, non renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division; provided that ten (10) days written notice may be provided in the event of cancellation for non-payment of premium or non-reporting of payroll. Licensor agrees to provide Licensee with the following insurance documents on or before the effective date of this Agreement:

8.9.5.1 Certificates of Insurance for all required coverage

8.9.5.2 Additional Insurance endorsement for General Liability Insurance.

8.9.5.3 Waiver of Subrogation endorsement (a.k.a. Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers’ Compensation.

8.10 Non-Discrimination. No person will on the grounds of race, color, national origin, religious affiliation or non affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement. Licensor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification,

compensation, performance evaluations, and management relations, for all employees under this Agreement. Licensor's personnel policies will be made available to Licensee upon request.

8.11 Independent Contractor. No relationship of employer and employee is created by this Agreement, it being understood that Licensor is an independent contractor, and neither Licensor nor any of the persons performing services for Licensor pursuant to this Agreement, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against Licensee for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind. It is further understood and agreed by the parties hereto that, except as provided in this Agreement, Licensee will have no control over the means or methods by which Licensor will perform services under this Agreement. If, in the performance of this Agreement, any third persons are employed by Licensor, such persons will be entirely and exclusively under direction, supervision and control of Licensor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Licensor, and Licensee will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement. The Licensor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the Licensee from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the Licensee, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Agreement. Licensor agrees to defend, through attorneys approved by Licensee, indemnify and hold harmless Licensee from and against all Third-Party Claims (defined elsewhere herein) made against Licensee based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Licensor further agrees to hold Licensee harmless from and to compensate Licensee for any Third-Party Claims against Licensee for payment of state or federal income or other tax obligations relating to Licensor's compensation under the terms of this Agreement. Licensor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without Licensee's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Licensor.

8.12 Investigation and Research. Licensor by investigation and research has acquired reasonable knowledge of conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by the Licensee or any of its officers, agents or employees, except as provided herein.

8.13 Contract Monitoring. The Licensee will have the right to review the work being performed by the Licensor under this Agreement at any time upon commercially

reasonable notice during Licensor's usual working hours, and provided such review does not implicate or jeopardize the security of services Licensor is providing to other customers. Review, checking, approval or other action by the Licensee will not relieve Licensor of Licensor's responsibility for the thoroughness of the services to be provided hereunder.

8.14 Coronavirus State and Local Fiscal Funds Attestation. Licensor agrees to abide by applicable provisions set forth in the Coronavirus State and Local Fiscal Recovery Funds Attestation.

8.15 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected, 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.

8.16 Cumulative Remedies. The exercise or failure to exercise of legal rights and remedies by the Licensee in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

8.17 Conflict of Interest. Licensor covenants that Licensor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Licensor further covenants that in the performance of this Agreement no person having such interest will be employed or retained by Licensor under this Agreement.

8.18 Compliance with Laws. Each party to this Agreement will comply with all laws applicable to the subject matter of this Agreement.

8.19 Construction of Covenants and Conditions. Each term and each provision of this Agreement will be construed to be both a covenant and a condition.

8.20 Further Actions. The parties hereto agree that they will execute any and all commercially reasonable documents and take any and all other commercially reasonable actions as may be reasonably necessary to carry out the terms and conditions of this Agreement.

8.21 Legal Representation. Each party warrants and represents that in executing this Agreement, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this Agreement and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this Agreement. Each party further acknowledges and represents that the party has executed this Agreement freely and

voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.

8.22 Merger Clause. This Agreement supersedes any and all other contracts, either oral or written, between Licensor and the Licensee, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. Licensor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of Licensee except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not contained in this Agreement will be valid or binding.

8.23 Time is of the Essence. Time is of the essence in the performance of this Agreement.

8.24 No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this Agreement shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.

8.25 Interpretation of Agreement. For purposes of interpretation, this Agreement shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the Agreement. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this Agreement. Where appropriate in the context of this Agreement, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.

8.26 Order of Precedence. This Agreement supersedes all previous agreements, understandings, and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto. This Agreement may not be altered, amended, or modified except by written instrument signed by both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

(1) This Agreement, including all exhibits hereto;

(2) Licensor's response to County of Ventura RFP #6188

8.27 Non-Exclusivity. Licensee reserves the right to contract with providers of similar services and/or equipment other than Licensor when it is reasonably determined to be in the best interest of Licensee; provided that (i) Licensor shall not be obliged to, and Licensee shall not, share any materials of Licensor to any such third party without the written permission of Licensor and appropriate non-disclosure terms being put into place.

8.28 Addenda. Licensee may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Licensor's compensation which are mutually agreed upon by and between

Licensee and Licensor will be effective when incorporated in written amendments to this Agreement.

8.29 Counterparts. This Agreement may be transmitted and signed by electronic or digital means by either or both parties and such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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

eSupervision®

1. **Licensed Software: eSupervision®.** The annual License, Maintenance and Support Fees include eSupervision Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.
2. **Annual eSupervision® License, Maintenance and Support Fees:** \$317,000 (and adjusted for any CPI increase after the first year), which includes:
 - (a) eSupervision Software licenses for up to a total of 400 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.12).
 - (b) 80 additional licenses (i.e., 20% of agency Users) for unlimited use of the Public Portal by other governmental agencies including those accessing the eSupervision Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such “User” definition).
 - (c) 20 additional licenses (i.e., 10% of agency Users) for unlimited use of Public Portal or interfaces by public Users (i.e., Users identified in clause (c) of such “User” definition).

For a total of up to 520 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, but subject in all events to a minimum annual License, Maintenance and Support Fee of \$50,000:

User Groups*	User Licenses	Annual License, 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
1001-2000	1000	300	300,000

*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 eSupervision License Term after the first year.

3. Annual eSupervision® Hosting and Storage Fees: \$174,000 (and adjusted for any CPI increase after the first year), which includes 1TB of database storage, with each additional TB priced at \$4,000 annually.

a. Document Storage. 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:

Service	Price per month
Storage – Frequent Access Tier	\$0.093 per GB
Storage – Infrequent Access Tier	\$0.055 per GB
Storage – Archive Access Tier	\$0.0278 per GB

**Storage usage is calculated in binary gigabytes (GB), where 1GB is 1,073,741,824 bytes. This unit of measurement is also known as a gibibyte (GiB), defined by the International Electrotechnical Commission (IEC)*

1. Hosted Document Storage Payment. Licensor shall bill Licensee for Document Storage at the end of each year of the License Term; provided, however, that Licensee's total Document Storage usage exceeds a certain threshold (currently two (2) TB; subject to change upon 30 days' notice), Licensee will have the option to send monthly invoices for Document Storage. Licensee may pay document storage fees via traditional invoice or, at Licensee's wishes, via automatic electronic payment.

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 annual Hosting and Storage Fees of \$40,000:

		Annual Hosting Fees <i>(Excluding document storage)</i>	
User Groups*	User Licenses	Per License	For Group
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
1001-2000	1000	175	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.

Payment of the Annual Hosting and Storage Fees shall be subject to the same payment schedule as the annual License Fees and shall also be subject to an annual CPI increase adjustment. For the avoidance of doubt, Licensee shall continue to pay both the annual License, Maintenance and Support Fees and the Annual Hosting and Storage Fees.

Pre-Go Live Hosting: If Licensee elects to have Licensor host the data conversion testing environment during the project implementation period prior to Go Live, Licensee will pay a monthly fee of \$4,200 per month; if Licensee requires cloud hosting of the full system prior to Go Live, this fee will increase to \$14,590. Licensor will invoice the applicable fees on a monthly basis beginning at the commencement of such services.

Exhibit B - Source Code Escrow Agreement



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:
 - Complete client service
 - Fees Locked For the Initial Term
 - Physical or Electronic Deposits
 - Quarterly Deposits Included
 - No Additional Storage Fee
 - 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 Journal Technologies, Inc. successor in interest to 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 Initial, Additional, and Duplicate Deposits: (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

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

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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 Records of Deposits: 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 Confidentiality and Storage of Deposits: (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 Reliance and Suspension of Performance: (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 Indemnification:

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

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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 its 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 **Notices and Notice Address:** 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. 1 st . 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 **Independent Contractors:** 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: Gerald L. Salzman
Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY: [Signature]
Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

**EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738**

**THIS FORM MUST 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): _____

EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

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 Journal 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:	<input type="checkbox"/> Depositor	Party responsible for:	<input type="checkbox"/> Depositor
	Annual Deposit fee:	<input type="checkbox"/> Beneficiary	Annual Beneficiary fee:	<input type="checkbox"/> 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

EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

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:	<input type="checkbox"/> Depositor	Party responsible for:	<input type="checkbox"/> Depositor
	Annual Deposit fee:	<input type="checkbox"/> Beneficiary	Annual Beneficiary fee:	<input type="checkbox"/> 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

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		
○ 4 Free Updates/Replacements		
○ Physical or Electronic Deposits		
○ Deposit Notification – all parties		
Annual Beneficiary Fee	\$200	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	\$995	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Basic Report	No Fee	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Detailed Report	\$95 per report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Dual Vaulting	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Account Status Reports - Quarterly	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Deposit Tracking - Quarterly	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ SafeAccess (24/7) Online Deposit History Only	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ FullAccess (24/7) Online Comprehensive	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ L1 Deposit Verification – Limited Only	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 C

HOSTED SERVICES

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 A**, Licensor will provide Licensed Software hosted services as described in this **Exhibit C** (the "**Hosted Services**"), which Licensee may access via a secure Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this **Exhibit C** 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 Software as a Service (SaaS) for the hosting of Licensee data, in keeping with the definition of SaaS set forth in NIST Special Publication 800-145.
- b. Provide Maintenance of the Hosted Services.
- c. Provide services as described in this **Exhibit C**.
- d. As a service provider acting on behalf of Licensee, Licensor shall process personally identifiable information (PII) possessed by Licensee in adherence with applicable law and regulation, and solely for the purposes of providing the Hosted Services to Licensee.
- e. 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 A**.
- 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 A**. Additional database storage may be pre-purchased at any time.
- f. Accept that each hosted instance allows for one (1) production environment and one (1) auxiliary environment. Additional environments requested by Licensee shall be subject to additional costs.
- g. Have and maintain the following workstation configuration requirements:

Component	Minimum Specification
Processor	Minimum 2.0 GHz or faster, two cores.
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1024 x 768 Recommended resolution: 1920 x 1080
Video Card	Standard
Hard Disk	4.0 GB of available disk space
Network	Secure internet connection Minimum: 10 Mbps Recommended: 100 Mbps
Operating system	Supported OS from Microsoft or Apple
Other required software and versions	<p><i>Browser:</i> Google Chrome & Microsoft Edge: Latest public release and the two previous releases. Internet Explorer 11+ Safari 16+ : As supported by one of three most recent versions of MacOS.</p> <p>JavaScript Enabled.</p> <p><i>Scan and Print Service:</i> Java Runtime Environment 8. Twain compliant scanner.</p> <p>Port 8383 must be open between the eSeries application server(s) and the workstation.</p>
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)

Licensors Recommends:

Using the latest Windows version and security patches available

A 64-bit operating system and a 64-bit version of the selected browser.

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.
- c. *Critical Security Maintenance*. The Hosted Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Licensee in the event a critical software vulnerability needs to be patched.

Licensee acknowledges that Licensor will leverage a third party, world class cloud infrastructure provider Amazon Web Service (AWS) to host Licensee data and software. AWS provides 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. Licensee acknowledges and agrees that Licensor's provision of the Hosted Services, and its processing of Licensee's Customer Data, including any PII, entails such access to and storage of the Customer Data by AWS. AWS' processing and storage of Customer Data complies with applicable law and regulation, and follows AWS' standards described herein and further detailed here: <https://aws.amazon.com/compliance/>

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 both (i) adjusts the storage cost for the next period and (ii) may retroactively bill the Licensor for the actual usage, per the database storage rate table in **Exhibit A**.

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. Licensor leverages world-class document storage solution AWS to store documents. Licensees are billed for the storage they use ("pay as you go") with no storage caps. The system is designed to optimize Licensee storage costs by automatically moving documents and objects to cost-effective access tiers without little performance impact or operational overhead.

Document storage incorporates three access tiers: *Frequent Access*, *Infrequent Access*, and *Archive Access*. Documents that have not been accessed for a minimum 30 days are automatically moved to the *Infrequent Access* tier. Documents that have not been accessed for a minimum 90 days are automatically moved to the *Archive Access* tier. If the Document is requested, it will be moved back to the *Frequent Access* tier and the lifecycle begins again.

Licensees can store any number of documents and are automatically billed according to the rate table in **Exhibit A**. 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.

Copies of the systems complete document file store are available upon request for a transfer fee of \$40/Day + \$0.20 USD/GB with a minimum of 10 calendar days to complete extraction. Shipping and handling will be added. 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. Transfer fee is subject to price change throughout the course of this agreement upon 60 days prior notice.

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/>

Data Security – Licensor builds its hosted solution to meet data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. Licensor also references *Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5* a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit – Licensee shall be hosted in AWS GovCloud (US). The connection to Licensee’s location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJI is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

Security Testing – Licensors run 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 a named user never uses, accounts running scripts they previously did not, etc.

Licensors undergoes monthly, internal penetration and vulnerability tests across our product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

Security Breach - A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Licensors will follow its Security Incident Response Plan. If a verified security breach occurs Licensors will promptly notify Licensee, as described in Section 6 of the Agreement (“Confidentiality”).

SOC 2 Type 2

Licensors has completed a System & Organization Control (SOC) 2 Type 2 audit, an independent third-party examination of Licensors’s information security controls. Licensors can make available to Licensee SOC reports upon Licensee’s reasonable request therefor, subject to the confidentiality provisions of this Agreement and any other procedures Licensors may deem necessary to protect the security of such reports.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee’s property during and after the lifetime of the hosting contract. Licensors interaction with Customer Data strictly limited to supporting Licensee’s operation.

DATABASE BACKUPS AND DISASTER RECOVERY

Licensors backs up Licensee’s production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. Licensors maintains fourteen days of archival data backup. This provides for a Restore Point Objective (RPO) of two hours or less. Licensors snapshots Licensee’s running Compute Instances (CI) once every 24 hours and rotates the CI backups every 14 days. All backups and snapshots are encrypted at rest.

In a disaster scenario, should Licensee's compute instances in the primary availability zone cease to respond for two hours we begin to restore from backups and snapshots to a different availability zone. Licensor's DR Restore Point Objective (RPO) is two hours or less and Recovery Time Objective (RTO) is twenty-four hours or less.

CLOUD MAINTENANCE

Licensor (i) installs operating system (OS) updates as needed during maintenance windows and (ii) install critical OS updates within 24-48 hours of a CVSS score of 7 or above.

Exhibit D

Service Level Agreement

In-house support staff are located across North America and Australia. The Customer Support team reports to the Director of Customer Experience, as does the Customer Engagement team.

Support Case Life Cycle

During the implementation, your JTI Support Manager will work closely with your implementation team and get to know your eSeries Administrators to help gain an understanding of processes, business rules, workflows and interfaces.

To ensure a smooth transition from Implementation to Support, there is a transitional period of about 90 days or more after your go-live where your Implementation Team will continue to provide support. When you are running stable, you will fully transition to Support. After your transition to Support, Implementation personnel will continue to be available via an escalation path to help provide solutions.

Your eSeries System Administrators and Help Desk personnel are trained during the implementation to maintain your JTI products and become the front line of support for your end users. A built-in help function provides context sensitive help as well. Your authorized Administrators can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases.

We are passionate about your phone calls never having to go to voicemail. Our streamlined call answering tree continues to roll over and expands to include additional staff.

All support issues are logged into a Support CMS, which stores customer information including contracts, go-live dates, designated eSeries administrators, etc. Every support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties and solution information. Case information is accessible online through our support portal.

We immediately acknowledge receipt of your request, including a case ID for call tracking purposes. Most support cases are resolved in less than one hour. If the request is categorized as “Critical” we will provide a solution through a service release as soon as possible.

Troubleshooting to obtain reproducible steps of a critical application error begins immediately. Troubleshooting for all other application errors are typically based upon priority categories (see “Incident” definition section below). We work closely with your eSeries Administrator while resolving each support request. When necessary, cases are escalated to our seasoned Escalated Team and then to the Development team as indicated in the subsequent Support Case Flow diagram. Nearly all issues can be resolved remotely, rarely requiring a need for onsite support. Onsite support is available when necessary.

Microsoft Teams is typically used for remote troubleshooting to assist in solving support cases. Our applications log errors used for troubleshooting and debugging.

Data logging tables capture changes made to the database and may also be used for troubleshooting. Java Virtual Console monitors memory and thread usage, SQL Profiler traces, Tomcat access logging, Microsoft Windows Perfmon and others are common diagnostic tools used for troubleshooting.

Throughout this process your Support Manager and Technical Support Analyst update you on the progress. Also, automated notifications are sent with each status update.

Upon solution verification from your approved Administrator, the support case is time and date stamped as closed, and an automated notification is sent to your eSeries Administrators with the solution. (A link is included in all notifications to allow feedback to the Support Manager.)

Enhancements/Updates

Enhancements/new feature requests are submitted by your system administrator through the Customer Support Department. They are evaluated by JTI's Product Owners and, if selected, the feature is made available in a future release.

You are eligible to receive software updates as part of your included Maintenance (defined in the License Agreement). You will be notified of update availability through standard communication channels, website, support portal, or email. You will retain complete control of the timing and process of any updates. Updates are typically completed within one hour. During the implementation, your staff will be trained on how to complete updates/upgrades, and our Support department is available to answer your questions.

Best practices for applying updates are to test and verify business processes in the new version to ensure they are fully operational in a non-production environment, perform a system/database backup, then schedule the production upgrade. The upgrade will consist of shutting down of the web service, swapping out the core version file, and restarting service.

We recommend that you apply provided updates in a timely manner, to ensure your office receives the benefit of the latest system improvements, and also to avoid potential issues that may arise when upgrading from a non-recent version. For the avoidance of doubt, if your office elects not to upgrade such that you are not using either of the two (2) most recently released versions, and then you require JTI assistance in upgrading your system to a newer version, any such assistance will be provided at JTI's then-current hourly rate for professional services and pursuant to a Statement of Work.

Because eSeries is configurable, most changes to accommodate situations such as new legal requirements are accomplished by your system administrator and/or IT Staff. The changes are generally completed in a non-production system, tested, then transferred to production with little to no impact on case processing. New feature/configuration change requests submitted to JTI will be pursuant to a Statement of Work.

Services that go beyond routine Support may be provided under the terms of a Statement of Work upon agreement of the parties.

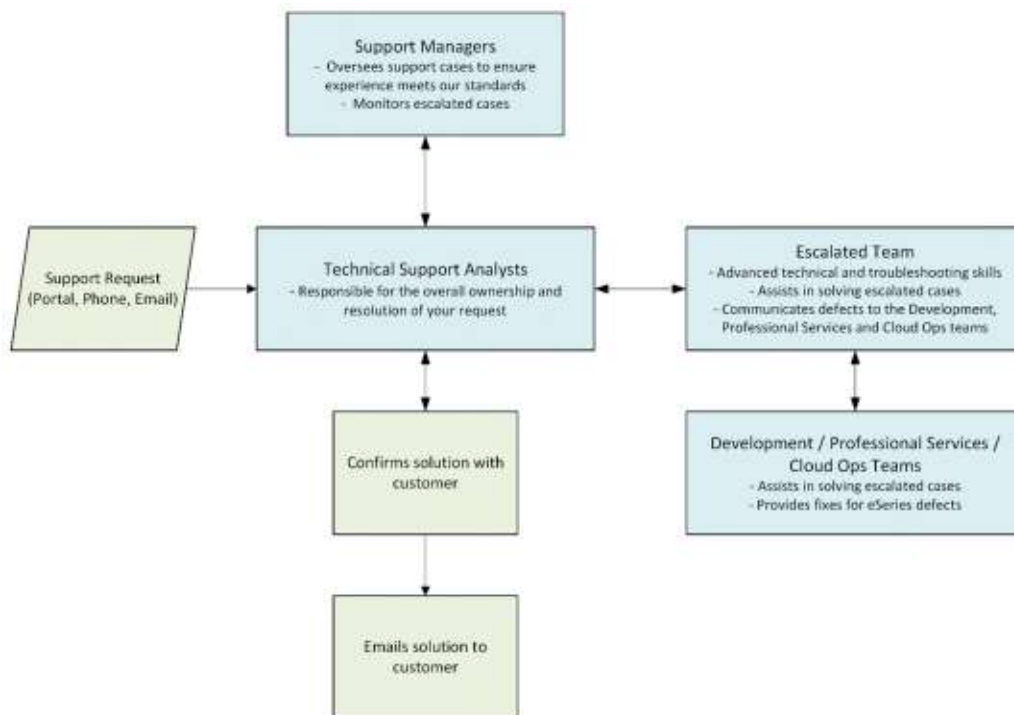
Rolling back an update requires restoring from the software and database backup that was made immediately prior to the upgrade.

Customer System Administrators

At least one authorized eSeries System Administrator is required, typically two to four; with a recommended maximum of five. These administrators are those you authorize to submit tickets to JTI Support. Additional internal support staff may be helpful to assist these system administrators.

System Administrators should have authority to make eSeries administrative decisions and implement changes into your eSeries CMS and any related software/servers. Their skills should include a good understanding of daily processes and workflows for end-users, possess troubleshooting skills, knowledge of IT (networks, applications like Word and Outlook, browsers, etc.), and excellent communication skills (both written and verbal). During implementation, your authorized administrators should be trained on eSeries administration and software functionality.

Support Case Flow



Contact Information

Support is available from 5:00 a.m. to 7:00 p.m. Mountain time, Monday through Friday, except for U.S. federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension.

Products	Phone	eMail
eSeries	877-364-0120	eSeries-support@journaltech.com
eProsecutor, eDefender, eAttorney	877-364-0121	eProsecutor-support@journaltech.com eDefender-support@journaltech.com eAttorney-support@journaltech.com
eProbation, eSupervision, eDiversion, ePreTrial	877-364-0122	eProbation-support@journaltech.com eSupervision-support@journaltech.com eDiversion-support@journaltech.com ePreTrial-support@journaltech.com
eDelivery, eFiling, ePayIt	877-364-0123	eSeries-custom-support@journaltech.com eFiling-support@journaltech.com eDelivery-support@journaltech.com ePayit-support@journaltech.com hosting-support@journaltech.com support@journaltech.com

Customer Support/Training Program

The Continuing Education Program includes courses taught by implementation and development personnel, training guides, practical exercises, training videos, visits at customer sites and regular CJIS security awareness training.

Incident

An Incident is a disruption in the normal information flow or service with the software application. Each Incident will be classified in accordance with the below categories:

- 1-Critical: Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System, and for which no workaround exists.
- 2-High: Non-critical System failures: A fault that causes the System to not operate in accordance with Specifications, but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.
- 3-Medium: Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information.

- 4-Low: A minor fault causing the system not to operate in accordance with specifications, with no disruption to business activity. This category includes “Incidents” relating to environments other than production.

Incident Response and Resolution. JTI shall respond to requests for technical support received via one of the standard methods of contact. JTI shall provide a response and resolution based on the category of Incident within the time frames set forth below:

Work Type	Category	Response Goal (via Telephone)	Response Goal (email, internet)	Resolution Goal
Incident	1-Critical	Immediate	4 business hours	ASAP, but no more than 48 hours upon verification of steps to reproduce issue
Incident	2-High	Immediate	4 business hours	ASAP, but no more than 60 days upon verification of steps to reproduce issue
Incident	3-Medium	Immediate	4 business hours	ASAP, but no more than 90 days upon verification of steps to reproduce issue
Incident	4-Low	Immediate	4 business hours	ASAP, but no more than 180 days upon verification of steps to reproduce issue

A response within goal is an acknowledgement that JTI has received the Incident Report. It does not mean that the Incident has been satisfied.

Resolution Time does not include any time period(s) during which JTI is waiting on information, clarification or task completion by the customer.

Where resolution of an incident may depend upon changes being made by JTI’s Product Development team to JTI’s core software code, resolution of such incident may exceed the goals set forth above as reasonably made necessary by the inherent complexity of such changes

Support Services Staff

Support Manager

Our Support Managers oversee all support operations. They ensure the right staff are assigned to solve your case and monitors the progress of each case from their electronic case board. They also manages the training program for new employees and continuing education for current staff.

Technical Support Analysts

Support analysts answer and respond to phone calls, emails and Web Portal requests. They are responsible for case creation and tracking of all incidents and solving most incoming issues on the spot. They will help walk you through steps, troubleshoot problems, and provide all the information you need. When the problem is more complex, the issue will be escalated. However, the primary responsibility for the case remains with the Consultant.

Escalated Support

Escalated Support Technicians are seasoned members of the support team with advanced technical and troubleshooting skills. They assist in solving escalated cases and identify when an issue is categorized as a defect or a configuration issue. They work with Development to fix any defect. In addition, they take an active role in training and coaching the support team.

Exhibit C

Ventura County Non-Employee Information Technology Usage Agreement

Anyone that is not a Ventura County employee (“Non-employee personnel”) who will access (which includes but is not limited to use, maintenance, repair or installation of) Ventura County information technology in the course of their work for Ventura County are required to sign this document before accessing, using, maintaining, repairing or installing any Ventura County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Ventura County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Ventura County property, or Internet access. Ventura County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the sponsoring County department.
3. Non-employee personnel may access only those resources for which they are specifically authorized. Any other access is prohibited.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following:
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed at least every 120 days.
 - c. Passwords shall be at least six characters long.
 - d. Systems will be configured to “lock-out” the account after 5 or less incorrect password attempts.
 - e. Passwords shall not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Only the Ventura County sponsoring department can authorize multiple people for use on a single service account.
7. Non-employee personnel may not leave their workstation logged onto the County network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the sponsoring department, of all software loaded onto any Ventura County computer. The software must have been approved in writing in advance by the sponsoring department.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the sponsoring County department.

Ventura County Non-Employee Information Technology Usage Agreement

11. Non-employee personnel shall promptly notify the sponsoring department if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the sponsoring department.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Ventura County hardware, which has not been approved in writing in advance by the sponsoring County department.
14. Non-employee personnel may not remove any computer hardware, data or software from a Ventura County building for any reason, without prior written approval from the sponsoring County department.
15. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device or anti-virus program installed on Ventura County hardware.
16. Non-employee personnel that request exclusive control over County servers must have the servers reviewed by the Information Technology Services Department Security Group.
17. Non-employee personnel shall not attach any cables or devices to the Ventura County network that would extend the County network to non-employee users..
18. Non-employee personnel may not copy any data and/or software from any Ventura County resource for personal use.
19. Non-employee personnel may not utilize Ventura County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet usage or surfing not required for their specific contract work activity;
 - c. Non-related work activity; or
 - d. Any illegal activities, which include but are not limited to creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.
 - e. Downloading of files from non-County resources. If files are needed for specific contract work, the non-employee shall first obtain authorization from the appropriate sponsoring County department.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the sponsoring County department.
21. Non-employee personnel may not give out any Ventura County computer information to anyone with the sole exception that the non-employee may give other non-employee personnel such information in order to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.

Ventura County Non-Employee Information Technology Usage Agreement

23. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the sponsoring County department.
24. Non-employee personnel shall not obtain or distribute or attempt to obtain or distribute Ventura County system or user passwords.
25. Non-employee personnel shall not obtain or distribute or attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Ventura County facility for which they are not authorized entry or access to.
26. All equipment issued to non-employee personnel will be returned in good condition to Ventura County upon termination or suspension of the Ventura County/non-employee Personnel relationship.
27. Non-employee personnel are prohibited from causing Ventura County to break copyright laws.
28. Use by non-employee personnel of any Ventura County information technology will acknowledge acceptance of the above-referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including but not limited to total removal from the Ventura County project as well as being subject to California civil and criminal liability. Disciplinary action may include Ventura County requesting that the employer of the non-employee demote, suspend or terminate the non-employee. Finally, Ventura County reserves the right to deem a non-employee's breach of this Agreement as a breach of the underlying agreement for information technology services or products or the agreement that necessitates a non-employee accessing County information technology.

_____ Non-employee name (print)	_____ Company/Agency name (print)
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_____ Non-employee signature	_____ Date	_____ Non-employee phone number
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Ventura County Sponsor (*Print employee name, department and phone number*)

Purpose (State the reason for the need of the non-employee)

Ventura County Contract Number and Contract Name authorizing the non-employee work