



IMPERIAL COUNTY
COMMUNITY CORRECTIONS PARTNERSHIP (CCP)
EXECUTIVE BOARD MEETING
THURSDAY, MAY 26, 2022
Zoom

All supporting documentation is available for public review in the office of the Imperial County Probation Department located at 324 Applestill Road, El Centro, CA 92243 during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday, excluding holidays. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact or call (442) 265-2402.

Zoom Meeting Information:

Meeting ID: 885 9920 3812

Passcode: 182975

Dial-In: 1-669-900-6833

Web Link: <https://us02web.zoom.us/j/88599203812?pwd=ZlJLSE5nY2ZiMWhReldqYjc1OEI1QT09>

1. Call to Order

- a. Roll Call
- b. Discussion/Approval for the continued use of telecommunication services for a 30-day period
- c. Approval of CCP Executive Meeting Minutes from March 24, 2022
- d. Approval of CCP Executive Meeting Minutes from April 28, 2022

2. Chair's Report

3. Member Updates

- a. District Attorney – Mr. Gilbert Otero
- b. Sheriff's Office – Sheriff Raymond Loera
- c. Social Services – Ms. Veronica Rodriguez
- d. Public Defender – Mr. Ben Salorio
- e. El Centro Police Department – Chief Brian Johnson
- f. Superior Court – Ms. Maria Rhinehart

4. Subcommittee Reports

- a. Program & Development
 - ❖ Pre Trial Updates
- b. Budget & Fiscal

5. Presentations

6. Discussion & Action Item(s):

- a. Discussion & Approval to fund new case management system for the District Attorney and Probation at a total cost of \$1,380,250 for five years.
- b. Discussion/Approval for the Fiscal Year 2022/2023 CCP budget

7. Agency Updates, Informational Item(s), Announcements

- a. Imperial County Sheriff's Office

Meeting Convenes

At 9:30 a.m.

Website:

probation.imperialcounty.org

- b. Imperial County Behavioral Health
 - c. Imperial County Probation Department
 - d. Geo Group
 - e. SMART Recovery
 - f. Additional Updates
- 8. Public Comment** – *Members of the public may speak at this time on any issues of interest to the Community Corrections Partnership (CCP). Due to COVID-19, if any member of the public wishes to observe the meeting or speak they must do so through the provided telecommunication line. Questions & comments may also be emailed to joseramirez@co.imperial.ca.us to be read during this period.*
- 9. Adjournment / Next Meeting**



COUNTY OF IMPERIAL

PUBLIC HEALTH DEPARTMENT

JANETTE ANGULO, M.P.A.

Director

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.

Health Officer

Recommendation Regarding Continued Remote Public Meetings of Governmental Entities in Imperial County.

Issued: September 29, 2021

In light of the continued state of emergency related to COVID-19, the Imperial County Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted Assembly Bill 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, this recommendation is made due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings), and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission.

The Imperial County Health Officer will continue to evaluate this recommendation on an ongoing basis, and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

DocuSigned by:

4C586F2DAE5E458...

Stephen Munday, M.D., MPH
Health Officer

April 28, 2022

Imperial County Community Corrections Partnership
Executive Committee
324 Applestill Road
El Centro, CA 92243

Subject:

Discussion and approval for the continued use of telecommunication services and remote meetings based on current circumstances and local guidelines for a 30-day period. (AB 361)

Background:

On September 16, 2021, Governor Newsom signed into law Assembly Bill 361, a law that enables local public agencies to continue using teleconferencing without complying with certain Brown Act requirements. This bill is to be effective on October 1, 2021.

On September 29, 2021, the Imperial County Public Health Officer recommended that Imperial County continue remote public meetings of governmental entities (attached.)

On October 5, 2021, the Imperial County Board of Supervisors approved the adoption of a resolution that authorized the continued use of remote meetings for a period of 30 days.

Based on AB 361, if the proclaimed state of emergency remains and a local agency wishes to continue holding meetings in compliance with AB 361, action by the governing body must be reconsidered every 30 days by a majority vote.

Requested Action:

Adopt resolution of the CCP Executive Committee authorizing remote teleconference meetings for the period in accordance with the provisions of AB 361.

**RESOLUTION OF THE CCP EXECUTIVE COMMITTEE OF THE COUNTY OF IMPERIAL
AUTHORIZING REMOTE MEETINGS IN ACCORDANCE WITH THE PROVISIONS OF
STATE ASSEMBLY BILL 361.**

WHEREAS, the Community Corrections Partnership is committed to preserving and nurturing public access and participation in meetings of the CCP Executive Committee; and

WHEREAS, with the adoption of State Assembly Bill 361 (“AB 361”), section 54963(e) of the California Government Code was amended to make provisions for remote teleconferencing participation in meetings by members of a local legislative body, without compliance with the requirements of 54953(b)(3) of the California government Code, subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to section 8625 of the California Government Code, proclaiming the existence of conditions of disaster or extreme peril to the safety of person and property within the state caused by conditions as described in section 8558 of the California Government Code; and

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under 8625 of the California Government Code, that a state of emergency exists with regard to the novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to 8629 of the California Government Code to lift the state of emergency, either by proclamation or by concurrent resolution in the State Legislature; and

WHEREAS, the Local Health Officer for the County of Imperial has recommended that the local legislative bodies that are subject to the Brown Act continue to meet remotely when possible, and that social distancing continues to provide a means by which to reduce the transmission of COVID-19; and

WHEREAS, the CCP Executive Committee believes that it is in the best interest of the public to continue holding remote meetings during the existing state of emergency in accordance with the requirements of AB 361.

NOW, THEREFORE, the CCP Executive Committee resolves as follows:

- (1) The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- (2) A proclaimed state of emergency exists as a result of the COVID-19 pandemic.
- (3) The Local Health Officer recommends that all local legislative bodies that are subject to the Brown Act continue to meet remotely when possible, and that social distancing continues to provide a means by which to reduce the transmission of COVID-19.
- (4) The meeting organizer for the CCP Executive Committee is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including implementing social distancing measures at meetings, and conducting meetings in accordance with section 54953(e) of the California Government Code, and other applicable provisions of the Brown Act.

(5) This Resolution shall take effect immediately upon its adoption, and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the CCP Executive Committee takes action to extend the time during which it may continue to meet remotely without compliance with section 54953(b)(3) of the California Government Code.

AYES:

NOES:

ABSENT:

DAN PRINCE
Chair, CCP Executive Committee

ATTEST:

JOSE LUIS RAMIREZ
Committee Secretary, CCP Executive
Committee

**Imperial County Community Corrections Partnership
Executive Board Meeting**

Zoom

Meeting Minutes

March 24, 2022

9:30 a.m. – 10:30 a.m.

The Imperial County Community Corrections Partnership & Executive Board met through the telecommunication service Zoom on Thursday, March 24, 2022 at 9:30 a.m.

Members Present: Dan Prince, Raymond Loera, Gilbert Otero, Brian Johnson, Veronica Rodriguez

Members Absent: Ben Salorio, Maria Rhinehart

Guests: Elizabeth Sais, Marcus Romero, Veronica Ortiz, Kevin Arellano, Robert Benavidez, Juan Chavarin, Carlos Contreras, Leticia Plancarte-Garcia, Jose Luis Ramirez

Call to Order:

Assistant Chief Elizabeth Sais welcomed the attending committee members and guests and called the meeting to order at 9:30 a.m. Mr. Jose Luis Ramirez conducted roll call. A quorum was present at the meeting; five of the seven Executive Committee members were in attendance.

Approval of Telecommunication Services:

After review of the resolution to continue using telecommunication services, Ms. Veronica Rodriguez moved to approve the resolution and Mr. Gilbert Otero seconded the motion; the motion passed unanimously.

Approval of CCP Meeting Minutes:

After review of the February 24, 2022 minutes, Mr. Otero moved to approve the minutes; Chief Johnson seconded the motion; the motion passed unanimously.

Chair Report:

Chief Prince thanked Ms. Sais for leading the CCP Executive Meeting while he was currently out of town.

Member Reports:

a. Imperial County District Attorney – Gilbert Otero

Mr. Otero stated that he did not have any major updates to provide, but his agency will be bringing forth a few items to the Budget and Fiscal subcommittee soon.

b. Imperial County Sheriff's Office – Raymond Loera

Sheriff Loera stated that he also did not have any major updates to provide, but that Chief Garcia would be retiring later today. Sheriff Loera recognized his hard work and dedication to the agency and stated it would be a big loss for the agency.

c. Imperial County Department of Social Services – Veronica Rodriguez

Ms. Rodriguez stated that Social Services has received more cases since January and they have seen an increase in applications for services such as CalFresh, MediCal, and CalWorks. Ms. Rodriguez stated that she is hoping to work with the Probation Department to set up a station at the Day Reporting Center to reach more people and help them sign up for these types of services

d. El Centro Police Department – Brian Johnson

Chief Johnson stated that the agency will temporarily disband the Community Relations Unit due to staffing issues, but will look to getting it back in operation as soon as possible.

Subcommittee Reports:

a. Program & Development

Mr. Kevin Arellano provided some updates for programs located at the Day Reporting Center and stated that there 25 people enrolled in the Charter School and GEO currently has 53 participants and are now open on Saturdays. The Pretrial Unit received 31 referrals from the superior court for Humphrey Assessments and 4 referrals for Bail Reviews, Mr. Arellano noted that the number of Bail Reviews the unit is receiving are decreasing over the months due to an increase of Humphrey's Assessments. Mr. Arellano added that the unit has 56 individuals in total on Pretrial Supervision, with five individuals on GPS monitoring and two on alcohol monitoring.

b. Budget & Fiscal

Ms. Marcus Romero stated that the subcommittee discussed allocations during the meeting and is currently waiting on some additional information from the other CCP agencies before the budget could be finalized.

Presentations

a. SMART Recovery Update

This item was trailed to next month due to the presenter making a last minute cancellation.

Discussion / Action Item(s):

a. Discussion regarding the Fiscal year 2022 / 2023 CCP Budget.

Ms. Romero stated that this item would need to be trailed to a later CCP Executive Meeting due to missing some information from some of the CCP agencies.

Agency Updates, Informational Item(s), and Announcements

a. Imperial County Behavioral Health Services

Ms. Veronica Ortiz stated that last month the agency received 12 referrals from the AB 109 Unit, which resulted in 11 admissions and 1 screen out and ICBHS received 9 courts orders for assessment last month and processed 4 of them. Ms. Ortiz added that 14 clients from Probation that were admitted into residential programs and that all of the Foundations in Recovery beds were currently occupied.

Ms. Leticia Plancarte-Garcia stated ICBHS went to the Board of Supervisors yesterday for approval on a contract for a STRTP, which will be the first one in Imperial County for an extra level of care.

b. Geo Group

Mr. Carlos Contreras stated that GEO is now open on Saturdays and has been having groups and clean ups on those days. Mr. Contreras stated that GEO currently has 53 people enrolled in the program.

Public Comment:

There were no public comments made at this meeting.

Adjournment:

Assistant Chief Sais adjourned the meeting 10:00 a.m. The next CCP Executive Board meeting would be scheduled to occur on April 28, 2022 at 9:30 am. through Zoom.

**Imperial County Community Corrections Partnership
Executive Board Meeting**

Zoom

Meeting Minutes

April 28, 2022

9:30 a.m. – 10:30 a.m.

The Imperial County Community Corrections Partnership & Executive Board met through the telecommunication service Zoom on Thursday, April 28, 2022 at 9:30 a.m.

Members Present: Dan Prince, Veronica Rodriguez

Members Absent: Ben Salorio, Maria Rhinehart, Raymond Loera, Gilbert Otero, Brian Johnson

Guests: Elizabeth Hester, Elizabeth Sais, Don Gorham, Marcus Romero, Sgt. Aaron Arreola, Carlos Contreras, Victoria Mansfield, Maria Ruiz, Janette Angulo, Jose Luis Ramirez

Call to Order:

Chief Dan Prince welcomed the attending members and guests to the meeting and stated that due to lack of quorum there would be no action taken on any items on today's agenda.

Approval of Telecommunication Services:

Chief Prince stated the approval for continued use of telecommunication services would occur at the next scheduled CCP Executive meeting.

Approval of CCP Meeting Minutes:

Chief Prince stated the approval of the previous meeting minutes would occur at the next scheduled CCP Executive meeting.

Chair Report:

Chief Prince stated he would provide his report at the next CCP Executive Meeting.

Member Reports:

a. Imperial County Department of Social Services – Veronica Rodriguez

Ms. Veronica Rodriguez stated that the California State Legislature had been discussing SB 1338, which would establish a CARE (Community Assistance, Recovery & Empowerment) Court that would provide a comprehensive and holistic approach to homelessness. Ms. Rodriguez added that the CARE Court would mandate services to individuals that would help them get in contact with mental and behavioral health services and social service programs. Ms. Rodriguez stated that there is a lot of information still coming out about this new program and that she would like to bring this issue back to the CCP Executive Board for more discussion.

Chief Prince stated that the Probation Department had also recently heard about this new court and had been invited to an online seminar with CalAIM regarding the program and believed that discussing this further would be a great idea.

Subcommittee Reports:

a. Program & Development – Pretrial Services

Ms. Elizabeth Hester provided updates on the Pretrial Services Program and stated that this month the Pretrial Unit had submitted 52 Humphrey Reports to the court and currently have 55 pretrial cases that are being actively monitored.

Chief Prince added that there are currently five staff members assigned to the Pretrial Unit, and they are looking to transfer two more staff members from the Sheriff's Office who have experience handling pretrial information. Chief Prince stated that the Probation Department would be going to the Board of Supervisors to approve this transfer at a later date.

Presentations

a. SMART Recovery Update

Mr. Don Gorham stated that he has been working at SMART Recovery for 12 years and currently they are running three face-to-face groups in Salton City, Brawley, and El Centro and are running six zoom groups with a Spanish language group that seems to be doing very well. Mr. Gorham reported that they had signed up 20 probationers, 24 federal probationers, 3 Behavioral Health clients, 9 Foundation in Recovery clients, and 4 State parolees in March. Mr. Gorham added that the program is still looking to add more face-to-face classes in Calexico and Niland and also a co-occurring group at Behavioral Health.

Discussion / Action Item(s):

There were no discussion and action items on the agenda.

Agency Updates, Informational Item(s), and Announcements

a. Imperial County Sheriff's Office

Sgt. Arron Areola stated he had no major updates to provide at this time.

b. Imperial County Behavioral Health Services

Ms. Maria Ruiz stated that they are continuing to provide services at the jail and the Day Reporting Center, and are currently working on providing and connecting pretrial clients with mental health services. Ms. Ruiz reported that there are currently 24 active cases receiving mental health services through Mr. Jimenez at the Day Reporting Center and recently referred 4 clients to the FSB clinic.

Ms. Victoria Mansfield stated that the SUD Program currently has 275 clients and in the previous month received 10 referrals from the Probation Department and 3 from the AB 109 Unit, and admitted 9 of the referred clients. Ms. Mansfield added that there are currently 12 clients receiving residential treatment and that all the beds for Foundations in Recovery are currently occupied.

c. Imperial County Probation Department

Ms. Elizabeth Sais stated she had no major updates to provide.

Ms. Elizabeth Hester added that the ICEO Charter School currently has 23 students enrolled and the program has had 7 students successfully complete the program and are ready to graduate.

d. Geo Group

Mr. Carlos Contreras stated that GEO is doing well and the participants are keeping busy with all the activities throughout the week. Mr. Contreras added that the Sex Offender Counseling provided by Matt Burgan are back to two groups a week, one on Friday and one on Saturday.

e. Public Health Department

Ms. Janette Angulo stated that she would be meeting with the Department of Healthcare Services to discuss some of the issues related to the CalAIM initiatives and strategies. Ms. Angulo added that there is currently some details about the initiatives by CalAIM that is still unknown. Ms. Angulo noted that there are some issues in Imperial County related to infrastructure and

staffing which could be an issue unless addressed, but will be looking into funding and investment opportunities and hopes to discuss them further with Social Services and all the justice-involved agencies.

Ms. Angulo provided some Covid statistics for Imperial County and stated that the Community Transmission and hospitalization rates are considered low for Imperial County. Ms. Angulo stated that the positivity test rate is lower than normal right now as well. Ms. Angulo added that they are currently monitoring water surveillance data in Calexico to gauge the concentration of covid-19 in the water and stated that currently it is low, but stated that other areas of California are showing increases of the virus.

Public Comment:

There were no public comments made at this meeting.

Adjournment:

Assistant Chief Sais adjourned the meeting 10:00 a.m. The next CCP Executive Board meeting would be scheduled to occur on May 26, 2022 at 9:30 am. through Zoom.

COUNTY OF IMPERIAL

DAN PRINCE
Chief Probation Officer

ELIZABETH V. SAIS
Assistant Chief Probation Officer



PROBATION DEPARTMENT
JUVENILE HALL

324 Applestill Rd.
El Centro, CA 92243

(442) 265-2400
(442) 352-8933 fax

PROBATION DEPARTMENT

May 26, 2022

TO: CCP Executive Committee

FROM: Probation, Marcus Romero Business Manager

Subject: Approve the Fiscal Year 2022-2023 Community Corrections Partnership (CCP) Budget

Dear Committee Members,

Requested Action:

It is respectfully requested that the Committee take the following action:

- 1) Approve the Fiscal Year 2022-2023 Community Corrections Partnership (CCP) budget in the amount of \$6,469,046.
- 2) Approve to continue funding all funded positions listed on Community Corrections Partnership (CCP) Authorized Allocation Report through Community Corrections.

Background:

The 2011 Public Safety Realignment became effective on October 1, 2011. AB 109 and other subsequent legislation provided the framework for the transfer of responsibility and funding for various adult offender populations and vested county Community Corrections Partnerships with the responsibility to advise county Boards of Supervisors as to how their county should implement realignment and invest resources at the local level. Under realignment counties are now responsible for the following:

- *Low level offenders.* Offenders convicted of non-serious, non-violent and non-sex offenses with some exceptions who prior to realignment could have been sent to state prison now serve their time in local jails or under a form of alternative custody overseen by counties.
- *Post-release community supervision (PRCS).* County probation departments now supervise a specified population of inmates discharging from prison whose commitment offense was non-violent and non-serious.
- *Parole violators.* Parolees excluding those serving life terms who violate the terms of their parole serve any detention sanction in the local jail rather than state prison.

Fiscal Impact:

There is no impact to the County General Fund. The requested action is to fund allocated positions funded by Community Corrections Partnership (CCP) and approve the Fiscal Year 2022-2023 Proposed Fiscal Year Budget.

**Imperial County Community Correction Partnership
Fiscal Year 2022 - 2023 Budget**

FY 2022-23 Estimated Allocation: \$ 6,074,733
 Backfill \$ 394,313
 Budgetary Transfer \$ -
 Total Available: \$ 6,469,046

FY 22 - 23 AB 109 Budget			
Department/Program	Estimated 6/30/22	Requested 22 - 23	Augmentation
Sheriff's Correctional Department:			
Salary & Benefits	\$ 323,030.00	\$ 658,777.00	\$ (102,313.00)
Inmate Housing	\$ 1,087,613	\$ 1,794,722	
Clothing & Personal	\$ -	\$ -	\$ 5,000
Inmate Welfare & Supplies	\$ 16,267	\$ 38,475	\$ (10,000)
Cell Phones	\$ 1,478	\$ 2,500	
Office Expense	\$ -	\$ 2,000	
Drug Testing	\$ -	\$ 2,000	
IVECA	\$ 1,710	\$ 2,000	
Travel-In Cnty County Car	\$ 7,686	\$ 15,500	
1847001 - 552250	Total \$ 1,437,784	\$ 2,515,974	\$ (107,313)
Probation Department:			
Salary & Benefits	\$ 1,267,084	\$ 1,679,053	\$ (216,395)
Professional & Special Services	\$ 15,664.74	\$ 9,989	\$ 75,126
IVEAC & Radio Maintenance	\$ 7,785	\$ 7,785	
Travel-In Cnty County Car	\$ 17,001	\$ 17,001	
Drug Testing	\$ -	\$ 25,000	
Cell Phones	\$ 3,007	\$ 3,913	
1847001 - 552085	Total \$ 1,310,541	\$ 1,742,741	\$ (141,269)
Day Reporting Center Operational			
Communications-Phone	\$ 2,500	\$ 5,900	\$ (900)
Professional & Special Services	\$ 910,000	\$ 914,584	\$ 24,000
Office Expense	\$ 3,142	\$ 7,200	
Special Dept Exp	\$ 1,000	\$ -	\$ 1,000
Memberships-PITMA	\$ 300	\$ 300	
Maint - Equip	\$ 500	\$ 2,200	
Maint - Struc, Improve, Grnds	\$ 35,000	\$ 37,000	
Utilities	\$ 20,000	\$ 20,000	
CDCR - Parole Reimb	\$ (27,000)	\$ (108,500)	\$ 72,500
1847001 - 552247	Total \$ 945,442	\$ 878,684	\$ 96,600
Behavioral Health			
Salary & Benefits	\$ 67,478	\$ 102,269	\$ 23,075
Professional & Special Services	\$ 176,000	\$ 463,273	\$ (23,075)
1847001 - 552245	Total \$ 243,478	\$ 565,542	\$ -
District Attorney			
Salary & Benefits	\$ 415,596	\$ 432,032	
Professional & Special Services	\$ -	\$ -	\$ 128,000
1847001 - 552246	Total \$ 415,596	\$ 432,032	\$ 128,000
Public Defender			
Salary & Benefits	\$ 314,969	\$ 366,119	\$ (23,064)
1847001 - 552249	Total \$ 314,969	\$ 366,119	\$ (23,064)
Library			
Salary & Benefits	\$ -	\$ 15,000	\$ -
1847001-552265	Total \$ -	\$ 15,000	\$ -
1847001 - 446010	TOTAL \$ 4,667,810	\$ 6,516,092	\$ (47,046)
Total Budget Request	\$ 6,469,046		
	\$ 6,469,046		
Reserves	\$ -		

**COUNTY OF IMPERIAL
COMMUNITY CORRECTIONS PARTNERSHIP (CCP)
AUTHORIZED ALLOCATION REPORT
FISCAL YEAR 2022-2023**

Revised: 5/19/2022

BUDGET UNIT	FUND	RNG	JOB CLASS	APPROVED ALLOCATIONS 2021-2022	TOTAL VACANT	VACANT FUNDED	VACANT UNFUNDED	TOTAL ALLOCATIONS FY 2022-2023
DEPARTMENT: DISTRICT ATTORNEY								
District Attorney	1020	390	DEPUTY DISTRICT ATTORNEY IV LT - ***	1	0	0	0	1
		300	VICTIM/WITNESS PROGRAM SUPERVISOR - **	1	0	0	0	1
		279	CRIMINAL RESEARCH SPECIALIST II - VII	1	0	0	0	1
		217	INVESTIGATIVE ASSISTANT - **	1	0	0	0	1
			Total	4	0	0	0	4
DEPARTMENT: PROBATION & CORRECTIONS								
Probation & Corrections	1028	322	SUPERVISING PROBATION OFFICER - V,VIII	2	0	0	0	2
		305	BUSINESS MANAGER - VIII (At 1/6th salary)	1	0	0	0	1
		302	DEPUTY P O III - *	1	0	0	0	1
		284	DEPUTY P O II - **, ***, V, VI, VIII, IX (Converted 1 DPO II LT to Reg)	7	2	2	0	7
		273	ADMINISTRATIVE ANALYST I **	1	0	0	0	1
		218	PRE TRIAL SERVICES SPECIALIST - VI, X (Transfer from Sheriff)	0	2	2	0	2
		194	PROBATION ASSISTANT - VII	1	0	0	0	1
			Total	13	4	4	0	15
DEPARTMENT: PUBLIC DEFENDER								
Public Defender	1021	390	DEPUTY PUBLIC DEFENDER IV - ***	1	0	0	0	1
	1021	343	DEPUTY PUBLIC DEFENDER I - **	1	0	0	0	1
			Total	2	0	0	0	2
DEPARTMENT: SHERIFF-CORONER								
Sheriff - Corrections	1025	253	CORRECTION CORPORAL**	1	0	0	0	1
		245	CORRECTIONAL OFFICER	2	2	2	0	2
		245	CORRECTIONAL OFFICER LT - ***	1	1	1	0	1
		195	CORRECTION SERVICE ASSISTANT	1	0	0	0	1
		158	CORRECTIONAL CLERK - VI, X (Converted from PTS/BOS 5.10.22)	1	2	2	0	2
			Total	6	5	5	0	7
DEPARTMENT: BEHAVIORAL HEALTH								
Behavioral Health	1046	356	BEHAVIORAL HEALTH THERAPIST III	1	1	1	0	1
			Total	1	1	1	0	1
CCP TOTALS:				26	10	10	0	29

* 6/12/12 #6

X 5/10/22 (PENDING MO)

**6/18/13 #9

***12/02/14 #22d

IV 11/17/15 #24

V 10/24/17 #12

VI 1/29/19 #29

VII 4/23/2019 #15

VIII 7/13/21 #16

IX 4/5/22 #31

COUNTY OF IMPERIAL

DAN PRINCE
Chief Probation Officer

ELIZABETH V. SAIS
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PROBATION DEPARTMENT
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PROBATION DEPARTMENT

May 19, 2022

TO: CCP Budget & Fiscal Committee

FROM: Probation, Marcus Romero Business Manager

Subject: Request Approval for CCP to fund a New Case Management System

Dear Committee Members,

Requested Action:

It is respectfully requested that the Committee take the following action:

- 1) Approval to fund the new case management system for the District Attorney and Probation at a total cost of \$1,380,250 for five years.

Background:

The District Attorney and Probation Department are updating their respective case management systems in an effort to improve interoperability between agencies. The new system is cloud-based with features that will allow both agencies to interface casework. Additionally, the new system can be accessed by staff from anywhere with an internet connection both by Court Officers and those in the field. This will save staff time as casework will be accessible in real time and from a mobile device.

Fiscal Impact:

The fiscal impact to the CCP for the case management system upgrade is \$590,450 for the first year of service and a total cost of \$1,380,250 for five years. These costs to the CCP represents 50% of Probations annual fees. The remaining 50% of Probations annual fees will be funded through the Youthful Offender Block Grant.

District Attorney	Probation
One-time Fee \$90,000	One-time Fee \$175,000
Annual Fees \$128,000 (Feb 2022 to Jan 2023)	Annual Fees \$69,450 (Jul 2022 to Jun 2023)
Annual Fees \$128,000 (Feb 2023 to Jan 2024)	Annual Fees \$69,450 (Jul 2023 to Jun 2024)
Annual Fees \$128,000 (Feb 2024 to Jan 2025)	Annual Fees \$69,450 (Jul 2024 to Jun 2025)
Annual Fees \$128,000 (Feb 2025 to Jan 2026)	Annual Fees \$69,450 (Jul 2025 to Jun 2026)
Annual Fees \$128,000 (Feb 2026 to Jan 2027)	Annual Fees \$69,450 (Jul 2026 to Jun 2027)
Annual Fees \$128,000 (Feb 2027 to Jan 2028)	Total \$522,250
Total \$858,000	

eJournal Cost Breakdown

DA Implementation Services	FY21-22	\$ 90,000.00	(One-Time)	Fund Balance
DA Licence, Maint, & Support Fee	FY21-22	\$ 87,000.00		Fund Balance
DA Hosting Fee	FY21-22	\$ 41,000.00		Fund Balance
Probation Implementation Services		\$ 175,000.00	(One-Time)	Fund Balance

Year 1 FY22-23

DA Licence, Maint, & Support Fee	\$ 87,000.00	(Reoccurring)	Annual Budget
DA Hosting Fee	\$ 41,000.00	(Reoccurring)	Annual Budget
Probation Licence, Maint, & Support Fee	\$ 36,500.00	(Reoccurring)	Annual Budget
Probation Hosting Fee	\$ 32,950.00	(Reoccurring)	Annual Budget

Total Year 1 \$ 197,450.00

Year 2 FY23-24

DA Licence, Maint, & Support Fee	\$ 87,000.00	(Reoccurring)	Annual Budget
DA Hosting Fee	\$ 41,000.00	(Reoccurring)	Annual Budget
Probation Licence, Maint, & Support Fee	\$ 36,500.00	(Reoccurring)	Annual Budget
Probation Hosting Fee	\$ 32,950.00	(Reoccurring)	Annual Budget

Total Year 2 \$ 197,450.00

Year 3 FY24-25

DA Licence, Maint, & Support Fee	\$ 87,000.00	(Reoccurring)	Annual Budget
DA Hosting Fee	\$ 41,000.00	(Reoccurring)	Annual Budget
Probation Licence, Maint, & Support Fee	\$ 36,500.00	(Reoccurring)	Annual Budget
Probation Hosting Fee	\$ 32,950.00	(Reoccurring)	Annual Budget

Total Year 3 \$ 197,450.00

Year 4 FY25-26

DA Licence, Maint, & Support Fee	\$ 87,000.00	(Reoccurring)	Annual Budget
DA Hosting Fee	\$ 41,000.00	(Reoccurring)	Annual Budget
Probation Licence, Maint, & Support Fee	\$ 36,500.00	(Reoccurring)	Annual Budget
Probation Hosting Fee	\$ 32,950.00	(Reoccurring)	Annual Budget

Total Year 4 \$ 197,450.00

Year 5 FY26-27

DA Licence, Maint, & Support Fee	\$ 87,000.00	(Reoccurring)	Annual Budget
DA Hosting Fee	\$ 41,000.00	(Reoccurring)	Annual Budget
Probation Licence, Maint, & Support Fee	\$ 36,500.00	(Reoccurring)	Annual Budget
Probation Hosting Fee	\$ 32,950.00	(Reoccurring)	Annual Budget

Total Year 5 \$ 197,450.00

Estimated total cost for 5 years \$ 1,380,250.00

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.
 915 E 1st Street
 Los Angeles, CA 90012 USA
 accounting@journaltech.com
 Phone: 213-229-5300

RECEIVED
 DISTRICT ATTORNEY

Number: J12059
 Date: 2/11/2022

FEB 18 2022

Salesperson:
IMPERIAL COUNTY Customer: 3498

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
IMPERIAL COUNTY - DA Office of District Attorney Attention: Deborah Owen 940 Main Street, Suite 102 El Centro, CA 92243 USA	IMPERIAL COUNTY - DA Office of District Attorney Attention: Deborah Owen 940 Main Street, Suite 102 El Centro, CA 92243 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
eProsecutor Go-live- Professional Fees	1.00	90,000.00	90,000.00
96 eProsecutor User Licenses, Maintenance and Support, including 74 agency users + 7 (10%) Public Portal users + 15 (20%) other governmental agencies users	1.00	87,000.00	87,000.00
Hosting Services - (February 1, 2022 to January 31, 2023)	1.00	41,000.00	41,000.00
LAST ITEM			

	Subtotal	218,000.00
ePros Go-live Prof Fees & Lic & hosting	Freight	0.00
	Sales Tax	0.00
	Trade Discount	0.00
	Payment/Credit Amount	0.00
	Balance	218,000.00

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Journal Technologies**”), and the County of Imperial, a political subdivision of the State of California (hereinafter “**Client**”), is made as of the date executed by both Journal Technologies and Client (the “**Effective Date**”).

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

1. DEFINITIONS

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

1.2 **Project** means each project undertaken by Journal Technologies under Section 2 (“**Services**”) pursuant to a Statement of Work.

1.3 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.4 **Services** means those services provided by Journal Technologies to Client under Section 2 (“**Services**”) of this Agreement.

1.5 **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 (“**Services**”) of this Agreement.

2. SERVICES

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

2.2 Project Requests. If Client requests Services, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Completion of Statements of Work.

2.3.1 Final Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a final Statement of Work.

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

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

2.5 Journal Technologies' Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

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

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

2.8 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.9 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall

retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the applicable license agreement (or, in the absence of an applicable license agreement, on a perpetual, royalty-free basis following the payment of all applicable Service Fees).

3. WARRANTIES

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

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

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

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If such Services are provided pursuant to a Statement of Work, all work and all Deliverables related to such Services, and the payment therefor, shall be completed as provided in the Statement of Work. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, payment for a Deliverable shall become due and payable upon delivery, net thirty (30) days. All sales and

similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'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 JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' 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 JOURNAL TECHNOLOGIES.

6. CONFIDENTIALITY

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

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

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities,

damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

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

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 (“Term and Termination”).

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

7.3 Termination by Journal Technologies.

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

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

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except

as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Termination for Convenience. Each of Journal Technologies and Client may terminate this Agreement without cause by giving the other party written notice at least ninety (90) days prior to the date of termination.

7.6 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this 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 under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:

Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To Client: Imperial County
Office of the District Attorney
940 Main Street, Suite 102
El Centro, CA 92243
Attention: Deborah Owen

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

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. 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 a material breach and grounds for 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 to be shared equally by both parties:

9.5.1 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.

9.5.2 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. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies 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.

8.6 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 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 State of California without giving effect to its conflict of law principles.

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

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

8.10 Counterparts. This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC.:

By: Gerald L. Salzman Date: 11/27/17
Printed Name and Title: Gerald L. Salzman, President

COUNTY OF IMPERIAL:

By: Michael W. Kelley Date: 12-05-17
Printed Name and Title: Michael W. Kelley, Chairman

EXHIBIT A
PRICING PROPOSAL

Professional Services

Cost Sheet

	<u>One-Time Cost</u>
	(in thousands)
Professional services, including expenses	
Implementation services	\$ 90
Data Conversion (Notes)	40
Interfaces (Notes)	20
	<u>\$ 150</u>

Notes

There are no implementation progress payments. The professional service fees to date are due just before the rollout. Because eProsecutor is configurable, there should be no customization required, except for interfaces.

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure eProsecutor when your business processes change and moreover support the system from day one. We have an unlimited budget for implementation training; we will train until you want no more.

There must be significant involvement from your IT personnel during the installation of the hardware and system software, HTE conversion and interfaces. Since your IT department will become familiar with eProsecutor's API, you will be able to assist and maintain the interfaces with the court once they are live on eCourt, and the Sheriff's office. We have also assumed that your IT department will transfer the legacy data to a common database system from which we will insert the information into eProsecutor, thus completing a full data conversion.

The interface with the Court's eCourt system is included at no cost. Our cost for a one-way interface with Spillman is \$20,000 assuming Spillman will extract and send their data into an agreed-upon format. If it is a two-way interface the cost will be \$25,000 and JTI will extract and send data to Spillman in an agreed-upon format. The County will be responsible for any costs associated with Spillman's responsibilities. Any additional interfaces will be an additional cost.

STATEMENT OF WORK

Imperial County District Attorney

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Section 1 – Introduction

Contractor will make the Licensed Software available as described in the License Agreement.

This Statement of Work describes the services Contractor will perform in preparation for and in connection with System Acceptance prior to Go-Live. System Acceptance by Imperial County DA prior to Go-Live is required before any payment is requested.

Section 2 – Project Scope

The Case Management System solution will consist of a single instance of eProsecutor, eProsecutor Public Portal, and the implementation services needed to install and configure the system to accomplish the business needs of Imperial County DA.

eProsecutor is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. We will work with designated agency project managers, IT staff and system administrators to integrate eProsecutor with the business practices of Imperial County DA to accomplish your business needs.

The eProsecutor system will be configured to support the business process needs of the following divisions:

- Criminal Division
- Civil Division

Each division contains multiple, diverse units whose business processes will be included within the scope of the project.

In addition, the following **interfaces** to other systems will be created.

Interface Name	Type	System
Spillman	Bi-directional	eProsecutor/Spillman RMS
eDefender	One direction	JustWare
Court	Bi-directional	eCourt

The ability for law enforcement agencies to provide data for interfaces will be determined during the project and will define the scope of the interfaces. JTI and the Imperial project team will work with the agencies to determine the capabilities of the external agencies' systems to provide and consume data. This information will be used to define the automation needed to generate and consume data for each interface.

The following prosecutor case management **database will be converted**:

- HTC, which is an XXX database containing approximately xxx tables.

Section 3 – Project Implementation Methodology

After the initial project planning meetings, configuration will be accomplished using three stages.

1. Requirements Gathering
2. Configuration
3. System Acceptance Testing

In addition to the configuration phases, the following Technical stages will be conducted.

- Data Conversion
- Interfaces
- Security Configuration
- Deployment

Significant involvement by Imperial County DA IT staff and system administrators is required to convert the data and files from the existing system as well as configuring any data sharing interfaces. To convert data from legacy systems the data conversion team will need help from the Imperial County DA IT staff and subject matter experts to understand how the current data structure is being used. Typically, decisions must be made about whether some data should be moved, truncated, or deleted from the conversion if the eProsecutor data structure is unable to accommodate the data. Assistance from the Imperial County DA IT staff and subject matter experts will be needed to understand how data should be moved between systems via interfaces and what business processes will need to be configured to generate data for and consume data from interfaces.

This involvement will create in-house expertise to modify and create interfaces to meet changing business needs. We will work with Imperial County DA IT staff to develop a data conversion and interface plan to convert all legacy data and create the interfaces included in the contract.

We follow an iterative process for system configuration and implementation which is described in the following sections. A Summary Project Work Plan is attached as an addendum to this document and outlines the typical requirement and configuration items that will be addressed during the project.

3.1 Requirements Gathering

In the Requirements Gathering stage, we will work with your implementation team to identify the configuration tasks (workflow, screen changes, etc.) needed modify the “baseline” eProsecutor configuration to meet business process and CMS functionality specifications. Meetings will be conducted on site and online as mutually agreed by the Imperial County DA and JTI project managers. As requirements are identified they will

be added as tasks to the JTI issues management system and tracked. In lieu of a configuration specification document, a status report of the tasks will be provided every two weeks.

During the Requirements Gathering stage, a “Conference Room Pilot” (or “sandbox”) system will be used to demonstrate the “baseline” configuration. The Imperial County DA’s existing and desired functionality will be compared to the “baseline” and the configuration tasks will be based on the differences.

The following workbook items must be provided by Imperial County DA so the “baseline” configuration can be modified to show staff and subject matter experts the Imperial County DA’s current system values in the new system in order to better understand how the business processes can be configured.

- Lookup list values
- Lists of system users, courts and judges
- Lists of outside attorneys, agencies, and law enforcement officers
- Case initiation forms
- Statute table

JTI will import the values from all workbooks and create a “Conference Room Pilot” testing instance for the Imperial County DA on JTI servers. JTI will provide user training to the Imperial County DA project team so they can log into the “Conference Room Pilot” to test modifications to the “baseline” configuration.

After the system values are added and any minor modifications are made to facilitate understanding of how the system works, additional requirements review meetings will be scheduled (as needed) to gather “final requirements” and create the tasks needed to configure the system to meet the requirements.

The term “final requirements” means that JTI and the Imperial County DA will determine to the best of their ability the changes to be made to the “baseline” configuration. Additional, reasonable modifications or additions to the requirements will be accepted after final requirements for any business process are defined, but the goal of the final requirements is to configure the system so that it will be accepted at go-live. It is understood that defining configuration requirements is a complicated and intensive effort and that both parties will work to complete them in a timely manner.

Imperial County will approve the configuration objectives and proposed configuration to define the scope of work for each business practice needed by Imperial County DA, allowing the project to move to the Configuration stage.

The items that are typically reviewed during the Requirements Gathering stage include the following.

Documents

- Received Document and Files process
- Templates and Document Generation

Searches and Reports

Business Processes

- Intake/Screening
- Filing Review
- Litigation
- Homicide
- Felony
- Major Crimes
- Domestic Violence
- Gangs
- Asset Forfeiture
- Restitution
- Juvenile
- Civil Litigation
- Civil Transactions
- Discovery
- In-Court Processing
- Investigations
- Counseling (Victim Advocacy/Social Workers)
- Conflict Management
- Case Assignment Methods
- Case Closure

Accounting/Timekeeping/Collections

Screen Configuration (changes to eProsecutor standard configuration)

- Case Header
- Folder Views
- Add/Update Forms

Related Cases

Deadlines/Time Standards

Calendars

eProsecutor Public

Checklists

Exhibits

Documents and reports typically take a large amount of time to configure so it is important to start working on them as early as possible in the project.

- Documents
 - Imperial County DA will provide inventory of documents that are currently used, including samples, and consolidate or eliminate documents as appropriate

- JTI will train Imperial County DA in document configuration
- JTI and Imperial County DA will share document configuration work as agreed between the project managers.
- Reports and Searches
 - Imperial County DA will provide inventory of reports that are currently used, including samples, and consolidate or eliminate reports as appropriate
 - JTI will review the inventory of reports and recommend whether a search or report will provide the needed data
 - JTI will train Imperial County DA in search creation
 - JTI and Imperial County DA will share search configuration work as agreed between the project managers

The Public Portal can be configured to allow defense attorneys to download discovery and receive case information, and for external agencies to initiate filings and get information about cases. JTI and Imperial County will work together to complete the following.

- JTI will demonstrate the functionality to the Imperial County DA project team for evaluation.
- JTI and Imperial County DA will create a set of objectives for Portal use.
- JTI will configure the Portal to accomplish the objectives.
- Once JTI completes the initial configuration, Imperial County DA and JTI will test the Portal to meet the objectives.

3.2 Configuration

While some configuration tasks may be completed in the “Configuration” system, the project will not officially move into the Configuration stage until the design tasks are accepted by the Imperial County DA. We will work with your implementation team to modify the existing configuration to meet the business processes of the District Attorney’s office.

During the configuration stage the JTI implementation team will change the “Configuration” system to meet the needs of the Imperial County DA’s business processes, documents, and reports. An updated version of the “Configuration” system will be provided for Imperial County DA testing (a “Test” system) every two weeks to allow for frequent reviews and hands-on training on the system. Imperial County DA team members will be able to access the “Test” system via the Internet.

When configuration changes are made and released to the Conference Room Pilot (sandbox) system, Imperial County DA staff will test the changes within one work week, unless a longer period for testing is requested and agreed upon by both JTI and the Imperial County DA.

From time to time, shorter testing time frames may be requested but will be agreed upon by both JTI and Imperial County DA. In addition, as some items are being configured or

completed, JTI may desire to conduct an online or onsite meeting to demonstrate and gather feedback.

Authorized Imperial County DA team members will be able to access the “Configuration” system to assist with some of the configuration, especially for creation of templates for document generation. Document template modifications will be an occasional activity for the Imperial County DA system administrators and “power users” so it is important for them to learn how to do this. Training will be provided for those team members who will administer documents.

The eProsecutor “framework” is written using Java 2 Enterprise Edition and is under continual development and enhancement. The development of the framework follows an Agile methodology with new versions released approximately every two weeks. The framework is different from the configuration of the system as it provides the base functionality of the application. The implementation team does not participate in development of the framework except for occasional feature requests, bug reporting, and product-level quality assurance testing of new releases (after testing and release by the development team). While new versions of the framework software are released every two weeks, only quarterly and annual “supported releases” are provided to Imperial County DAs for production use. The other releases represent incremental feature enhancements and minor bug fixes. Significant bug fixes are “rolled back” to the most recent supported releases as they are reported and resolved and the supported releases are redeployed on Imperial County DA production systems. During the implementation of the Imperial County DA system, the latest released version will typically be deployed after it is tested. The most recent quarterly supported release version will be used when the Imperial County DA production system goes live.

3.3 System Acceptance Testing

In the System Acceptance Testing stage, the Imperial County DA will evaluate whether the requirements have been configured properly with the objective of approving the project to move forward to user training and go live. Imperial County DA, with assistance from JTI, will develop a test case scenario and test cases for User Acceptance Testing by Imperial County DA-designated subject matter experts.

JTI will demonstrate the configuration and then Imperial County DA subject matter experts will test the configuration to ensure it meets the requirements specification. Subject matter experts are responsible for identifying any issues with the configuration as well as any processes or business needs not included in the configuration.

JTI will work to resolve any issues as soon as possible. Any issues that are identified during System Acceptance Testing that were not included in the tasks identified during the Requirements Gathering stage will be evaluated by JTI and the Imperial County DA to determine appropriate actions to take as new requirements can adversely affect the go live schedule.

Imperial County DA and JTI will train Imperial County DA SME users (Train the Trainer) on the configured system to ensure that all business processes of the Imperial County DA can be accomplished per the specifications developed during configuration.

Upon completion of System Acceptance Testing of the configuration, interfaces, and data conversion, Imperial County DA will certify the configuration as ready for User Training and Go-Live.

3.4 Technical Tracks

In parallel with Requirements Gathering, Configuration, and System Acceptance Testing stages, the following technical activities will be conducted.

- Data Conversion
- Interfaces
- Security
- Deployment

3.4.1 Data Conversion Process

For each data source there will be at least three conversion iterations plus the go-live iteration.

To understand the legacy system and its data structure, Imperial County DA will provide a legacy system data description document for each of the legacy systems, which will include:

- technical environment (operating system and database platform)
- database type (relational or hierarchical)
- data elements
- data formats and standards
- data volume
- vendor or other relevant contact information
- data dictionaries (ERD Diagrams)
- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database

After consulting with IT staff, we will develop automated scripts for each of the source databases to:

- Extract source data
- Validate the completeness of extracted data
- Transform and merge source data
- Load source data into the staging database

- Validate converted data

After each conversion, Imperial County DA will test conversion and within 10 days report issues that are not in compliance with the mapping specification.

The following constraints are understood by Imperial County to apply to data conversion in order to facilitate the conversion process. If the constraints are not observed the data conversion and go-live schedule will be delayed and the quality of the data conversion may be compromised.

CONSTRAINTS

1. The parties understand that data sources provided by Imperial County should be identical in schema to obtain an accurate conversion. The parties further understand that the iterative process may result in minor mapping changes and additional special conversion rules which will be created as needed to refine the accuracy and functionality of the subsequent conversion iteration.
2. A full copy of all data to be converted will be provided by Imperial County before work on the data conversion begins and again directly before the final run of the conversion. No data entered into the source system after the data has been given to JTI for the final run of the data conversion will be converted.
3. The file formats and source data schema provided for development and the final conversion should be identical. Each delivery of a new set of source data should be provided in identical format and structure (including file folder directories) as previously received. Data will be provided in SQL Server backup, ACCESS database, or flat file (.txt or .csv) format. No conversion of data solely contained in a paper format will be provided.
4. Scrubbing or cleaning of the source data is not included in the data conversion. Data will be converted into the destination database as it exists in the data source. JTI does not guarantee that every piece of information can or will be extracted from word processed or spreadsheet files. Inconsistent formatting or spacing, overlong text, etc. may cause some data loss.
5. Removal of duplicate data existing in the sources is not included in the scope of this conversion. No merging or deduplication of data between multiple source systems is included, although names and cases may be linked if a connection can be established.
6. No data will be reformatted with the exception of dates (e.g. 20120712 to 07/12/2012), or as agreed between the parties.
7. Configuration data, codes, and other system data will not be created by the conversion. Configuration data will be added to a system database prepared separately by Journal Technologies before each iteration of the conversion and in a final configured database before the final data conversion run.
8. This conversion does not include any financial data into accounts and obligations/bonds. Financial data will be converted for historical purposes to a note or amount field, but may not be fully functional.

After the go-live iteration, Imperial County DA will immediately review and document any issues with the conversion.

Upon Imperial County DA's approval of the final conversion, the system will be ready to go live.

3.4.2 Interfaces

For each interface, we will work with your IT staff to create an interface implementation approach and Interface Specification Document. The document will include all information necessary to develop the interface, including:

- The data element mappings between the two systems and 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.

Once the specification document has been completed, we will work with your IT staff to develop and test the interface using the Interface Specification Document.

Upon Imperial County DA's final approval of each interface, the interface will be ready to go live.

3.4.3 Security

JTI and the Imperial County DA will work together during the Requirements Gathering stage to identify security configuration needs for the system.

Security requirements beyond the ability to log into the system can become quite complicated. Since the system uses a "deny unless allowed" security model, adding security restrictions will naturally restrict user access in some scenarios. This can hamper configuration testing so security configuration is completed as a separate but parallel activity.

A Security Configuration Document will be developed listing the user roles and rights for accessing and updating cases. When the Security Configuration Document is approved, a security testing plan will be developed. The security configuration will be implemented at the end of the Configuration stage so the regular iterative task testing is not impacted.

3.4.4 Deployment

JTI and Imperial County DA project managers will jointly create a Deployment and Go-Live Plan detailing the responsibilities of each implementation team. Deployment will bring together the system hardware, configuration, data conversion, and interfaces so the system can be used in production. Final data conversion and deployment will bring the system live in the production environment.

We will work with your implementation team to create the following in preparation for deployment and go live.

- a go-live plan for train the trainer sessions and end user training
- onsite go-live assistance
- data entry cutoff date
- final conversion of the database

Imperial County DA will set up an internal Help Desk that includes technical personnel and agency subject matter experts. The Help Desk should be composed of the following persons.

- System administrators.
- Database administrators.
- Subject matter experts (for referral of process-related issues).

3.4.5 Go Live

JTI will provide reasonable onsite resources for the go-live date to support Imperial County DA SME and Help Desk staff as agreed between the project managers, considering the number of business locations and Help Desk staff.

JTI will provide a resource during go live at each of the Imperial County DA's offices:

In addition to the resources supporting each location during go live, a resource will be provided to manage issues reported by users during go live. Resources will be made available for a mutually agreed upon period.

Section 4 – Project Management

Management of the project begins with a project kickoff meeting and initial work sessions to accomplish the following objectives.

- Review the Statement of Work document.

- Determine the appropriate Subject Matter Expert (SME) resources for configuration specification meetings.
- Demonstrate eProsecutor to the Imperial County DA Project Management Team and Subject Matter Experts.
- Create preliminary Project Schedule.
- Set weekly status meeting schedule.

JTI and Imperial County DA will be responsible for all phases of project management. The project will be managed considering the Project Management Institute (PMI)'s best practices as derived from the Project Management Body of Knowledge (PMBOK), modified as needed to implement the project.

- Defined project stages
- Defined project scope
- Quality assurance
- Planned resource commitments
- Project tracking
- Issue management

We will utilize the results of the initial planning meetings guided by the Summary Project Work Plan and Configuration stage tasks to jointly build the tasks, responsibilities for, and sequence of each configuration Track. The Project Work Plan also provides a general description of the agency's responsibilities.

Key milestones, including dates, will be jointly determined by the implementation teams during the finalization of the Project Plan; the availability of the agency's personnel will affect the schedule.

4.1 JTI's Responsibilities.

Manage JTI staff configuration work.

- Cooperate with Imperial County DA project manager to meet project delivery dates.
- Hold regular status meetings with Imperial County DA on a mutually-agreed schedule.
- Provide regular written project status and configuration task reports and maintain a project plan.
- Comply with Imperial County DA workplace conduct guidelines and safe work area practices as defined by Imperial County DA, while onsite at Imperial County DA locations.
- Manage data conversion and interface configuration activities.

4.2 Imperial County DA's Responsibilities

- Provide a project manager who will be the primary point of contact between Imperial County DA and JTI throughout the Project. This individual will have the authority to act on behalf of Imperial County DA in fulfilling Imperial County DA's commitments, with approval of the Imperial County DA, as required by Imperial County DA's policies.
- Provide Subject Matter and IT staff experts with Imperial County DA business process expertise to develop configuration requirements, test completed configuration specification items, assist with interface development and testing as needed, and train end users.
- Assist JTI to meet project delivery dates.

4.3 Project Status Meetings

JTI and Imperial County will agree upon a regular schedule for both in person and teleconference status meetings and a standard list of topics to address during the meetings including the following.

- Project schedule.
- Configuration tasks needing Imperial County DA feedback.
- Planned requirements gathering meetings.
- Status of identified project risks.

4.4 Project Status Reports

JTI will provide weekly overall project status reports which will provide the agenda of items to be discussed during project status meetings. In addition, JTI will provide a memo summarizing the items discussed during the status meetings and any actions items and deliverables assigned to the project team.

JTI will also provide, during the Requirements Gathering and Configuration stages, a report of the tasks waiting for configuration, currently being configured, and those needed Imperial County DA testing will be provided as agreed between the project managers and reviewed at project status meetings.

The principal guiding documents for the project will be the Statement of Work and a baseline project plan that will be jointly developed and approved by Imperial County DA during the implementation. Other potential plans may be created as needed during the implementation, including:

- Baseline Project Schedule
- Work Breakdown Structure
- Risk Management Plan
- Change Management Plan
- Acceptance Test Plans

- Training Plan
- Go-Live Plan

4.5 Communication Plan

JTI will assist Imperial County DA in developing a plan for communicating the status of the project to stakeholders and users so they are prepared for the deployment of the system.

4.6 Risk Management Plan

As part of the project management and communications process noted above, a Risk Management Plan will be maintained by the Imperial County DA and JTI and will include the following:

- Number, name and description of risk
- Likelihood and potential impact of risk to the success of the implementation
- Options for mitigating or acceptance of risk
- Persons responsible for addressing the risk

The Risk Management Plan will be reviewed and updated during regular project status meetings between the Imperial County DA and JTI.

Any identified risks that will potentially impact either the timely completion of the items listed in the Scope of Work section of this document or are related to system functionality that is unavailable (but included agreed to either specifically or implied via the RFP or RFP response document related to the contract between the Imperial County DA and JTI) will be added as risk items. An agreement will be made in writing between the Imperial County DA and JTI as to the impact the risk items will have on the Imperial County DA acceptance of the system.

4.7 Training

User Training

Imperial County DA and JTI will create a Training plan for Imperial County DA SME and Help Desk staff to train users (“train-the-trainer”) with assistance from JTI as needed.

Typical training plans include the following.

- Training Schedule
- User Navigation and Basic System Functional Training (3-4 hours per class)
 - Navigation
 - Case Initiation
 - Case Updates

- Scheduling Events
- Document Generation
- Searches and Reports
- Case Notes
- Business Process Training (2-3 hours per class)
 - eFiling
 - Discovery
 - Charging Documents
 - Portal
 - Investigation
 - Case Closure

Help Desk staff is very useful for conducting User Navigation and Basic System Functional Training. Subject matter experts who were involved in the Requirements Gathering, Configuration, and System Acceptance Testing stages are the best resources for conducting Business Process Training.

Any issues noted during user training will be logged by Imperial County DA and reported to the JTI project manager for task tracking, evaluated by the project managers for impact on the Go-Live date and the business processes of Imperial County DA, and resolved as agreed between the project managers.

Administrator Training

The goal of administrator training is to equip Imperial County DA system administrators and power users with the skills needed to maintain and add to the system as needed. Administrator training typically takes 3-5 days to complete, depending on the topics covered. We recommend the following personnel and skillsets be developed within the Imperial County DA staff.

- System administrators (manage help desk issues, manage users, modify screens, manage workflow and assignments, create reports, manage lookup lists)
- Power Users (manage document templates, create searches)

JTI will provide administrator and “power user” training at times mutually agreed upon by the Imperial County DA on the following topics.

- Annual Maintenance
- Business Rules
- Calendars
- Checklists
- Conditions
- Deadlines (time standards)
- Diagnostics
- Documents
- Entities

- Forms Management
- In-Court Processing (Minutes)
- Lookup Lists
- Navigation
- Online Help
- Person Management
- Reports
- Searches
- Security
- Statutes
- System Properties
- User Maintenance
- Workflow

4.8 Documentation

JTI will provide user documentation (in Microsoft Word and online formats) based on the “baseline” configuration. Imperial County DA will develop configuration-specific documentation for Imperial County DA business processes for use during end user training.

Imperial County DA will maintain the documentation after go live.

4.9 System Acceptance

After Imperial County has determined that the system is ready to go live, they will sign a System Acceptance document. Upon the acceptance of the system and use of the system in a Production/Live capacity, payment will be made as outlined in the Professional Services agreement.

The Imperial County DA will have 30 days after the agreed upon Go Live date to ensure that the business processes of Imperial County have been met. Any issues or undelivered functionality noted during the acceptance period will be logged by Imperial County DA, evaluated by the JTI and Imperial County DA project managers, and a plan for resolution will be completed.

Addendum 1 – Summary Project Work Plan

This Summary Project Work Plan contains a summary description of eProsecutor's configuration areas and the implementation responsibilities and processes to configure eProsecutor to meet your agency's business practices.

Journal Technologies ("JTI") has configured eProsecutor for prosecuting agencies, and this baseline system has been demonstrated. It provides standard prosecution functionality which will be further configured to fully accommodate your requirements.

Facilities/Organization/Personnel/Case, Hearing, Event and Other Types

JTI to demonstrate and train the agency personnel responsible for the following information so that they assist and make future changes.

Facilities

Agency to provide its facilities data to the extent desired (locations, floors, Agency rooms, capacity, handicap access, equipment, etc.)

JTI to configure and load facility data.

Organization

Agency to provide its organizational structure (divisions, departments, etc.)

JTI to configure and load organizational data.

Personnel

Agency to supply list of personnel for both Agency and non-Agency.

JTI to configure and load personnel data.

Agency will keep the Directory current.

Roles

Agency to provide roles (not individual job titles) for both Agency and non-Agency personnel serving the Agency and ancillary data requirements for each role, such as bar number, badge number, former law firms, classes attended, bond companies, etc.

JTI to configure and load role data.

Case Types

Agency to supply case types, sub case types.

JTI to configure and load these types.

Hearing, event and other types and case phases

Agency to supply list of hearings, events and other types by case type/sub case type.

JTI to configure and load these types.

Information Updates

Agency to provide any changes to facilities, organization, case, hearing, event and other types to JTI which will maintain the tables until the go-live.

Calendars and Scheduling

Holidays and other Calendar Information

Agency to supply Agency holidays, standard working hours and any special types of Agency business and off time.
JTI to enter holidays and standard working hours and configure Agency business and off time types.

Calendar and Scheduling (Configured and will only need to be updated)

Agency to determine which roles/individuals/Agency rooms are to have calendars.

Agency to provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.

Agency to determine if they want to use calendar time slots for any events.

Agency to determine configurable information on the individual Daily, Weekly and Monthly Agency Calendars.

JTI to create assignment procedures and configure the calendars.

Agency to maintain/modify the Calendars if requirements change.

JTI to demonstrate using Conference Room Pilot.

Case Initiation and Navigation (Some cases could be received electronically.)

Case Initiation (Configured and will only need to be updated.)

Agency to provide case initiation and update screen shots and lookup lists of the current system. (workbook)

Agency to provide the information/format received from other agencies that also initiate cases.

Agency to provide rules for case numbering and the processing procedures for cases that have not yet been filed with the Court, for example, an agency-initiated investigation or a grand jury investigation.

Agency to supply any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.

Agency and JTI to determine case initiation validation rules and error messages.

JTI will configure case initiation and update screens and lookup lists.

Navigation and Other Screens (Configured and will only need to be updated.)

Agency to provide information to be modified on the Case Header, including the composition of the case name for internal purposes, alerts, and any case information not currently included.

Agency to provide information to be modified on the Case Summary screens.

Agency to provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and for pop-up messages.

JTI to configure Navigation and other screens.

JTI to demonstrate using Conference Room Pilot.

Agency Business Process Review and Workflow for each case type

Agency to have available any existing workflow diagrams, notices, reports, minutes, etc. for each case process.

JTI to facilitate discussions with Agency to review its processes, identify potential process improvement opportunities and determine the processes to be automated using workflow. (Many workflow processes have been configured, and they will be updated to accommodate the Agency's requirements.)

JTI and Agency to review the procedures and processes to determine Time Standards. (For example, automatically schedule a hearing 14 days after an event.)

Agency to provide the case assignment process, weighted case assignment rules, caseload balancing policies and conflict rules.

JTI to build assignment business rules.

JTI to build workflows and time standards.

JTI to demonstrate using Conference Room Pilot.

Interfaces using the API

Agency will provide the requirements for the information exchange, i.e., the conditions that trigger it, what information will be transferred, the format of the information exchange, the manner of the exchange (real time or batch), required controls (such as header and trailer records), etc.

JTI will configure and unit test the API and provide test entries, and the Agency will determine go-live readiness.

Data Conversion

Agency confirms data to convert and transfers the legacy data to a common database system from which JTI will insert it into eProsecutor.
(Agency to do data cleaning or scrubbing in the legacy database after the iterations, if necessary JTI to transfer the data from the common databases to eProsecutor.
Agency and JTI determine go-live readiness.

Testing

Acceptance Testing

JTI and Agency to develop acceptance plans centered on Conference Room Pilots and test cases.
JTI to certify that eProsecutor is ready for acceptance testing.
Agency to test eProsecutor per the acceptance test plan and note any defects.

Training

Agency to assign in-house help desk personnel early in the project. They should participate in all stages.
JTI to train IT personnel and administrative users, including help desk personnel, from day one with the training to continue throughout the project.
JTI to directly train the accounting personnel.
Agency and JTI to develop end user training plans.

Implementation

JTI to prepare eProsecutor for implementation.
Agency Administrative users and super-users to train end users.
JTI and Agency to migrate data from legacy information systems.
Agency to conduct implementation testing over weekend prior to implementation.
Agency and JTI to conduct "go / no go" review.
eProsecutor to be implemented in production.
(Although the Public Portal will be implemented, the Agency may not wish to immediately expose this site to the public pending any post-implementation data clean-up activities that may be required.)

Technical Environment

JTI to setup a configurable system in Los Angeles and to provide the Agency's implementation staff with access.
JTI to provide hardware, software and system network specifications
JTI to train the IT personnel for the system installation, if needed
Agency IT to setup Production system, including the Public Portal, Testing, Training, Staging system and provide JTI with VPN credentials.
Agency and JTI to verify that all systems are ready to go-live



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 12-16-17

Approved by the Board of Supervisors

11-21-17 29a
Date Minute Order #

Clerk of the Board of Supervisors
County of Imperial

BY: [Signature] Deputy

PROJECT CHANGE REQUEST

PROJECT INFORMATION

Project	Imperial County District Attorney		
Date	05/25/2021	Change #	1
Project PM	Claudia Huitron	Customer PM	Justin Matus

DELIVERABLE INFORMATION

Proposed Changes
<p>Change 1 Scope: Remove Data Conversion from the contract. Reason: The data from Imperial County DA's legacy system, Damion, is less desirable. Some of the discussed issues are users not entering data, extreme number of name duplicates, and users entering data inconsistently. For this reason, the DA's Office would prefer to start their new system with a clean database. Impact to Cost: \$40,000 reduction in Professional Services (Exhibit A). Impact to Time: It is estimated that the conversion would take 6 months to complete. Removing it from the contract will shorten Go-Live timelines.</p>
<p>Change 2 Scope: Remove Spillman Interface requirement from the contract. Reason: Imperial County Sheriff is going with a new records management system soon, rendering this interface unnecessary. Impact to Cost: \$20,000 reduction in Professional Services (Exhibit A). Impact to Time: It is estimated that this interface would take a minimum of six months start to finish. Removing it from the contract will shorten Go-Live timelines.</p>
<p>Change 3 Scope: Remove eDefender Interface from the contract. Reason: The Imperial County Public Defender's office uses Justware, which has an End-of-Life date starting July 1st, 2021. JTI's eDefender product has not been selected by the agency, therefore, there will be no interface. Impact to Cost: There is no change to cost. Impact to Time: It is estimated that this interface would take up to six months from start to finish. Removing it from the contract will shorten Go-Live timelines.</p>
<p>Change 4 Scope: Remove the Court Interface from this statement of work. The interface will be delivered according to a new zero-cost statement of work which defines the scope and functionality of the District Attorney to Superior Court interface. Reason: Imperial County DA would like to implement this interface after the eCourt to eProsecutor Interface at Placer County is complete. Impact to Cost: There is no change in cost. Impact to Time: It is estimated that this interface will take a minimum of 6 months. Separating this item from the statement of work to a post Go-Live requirement will reduce time from the Go-Live schedule.</p>

PROJECT CHANGE REQUEST

Summary: Removing the Data Conversion and the Spillman Interface from the contract will reduce Professional Services from \$150,000 to \$90,000. Time savings of a minimum of six months will allow the agency to plan Go-Live immediately.

Journal Technologies Responsibilities

Journal Technologies will provide a contract amendment to be signed by both parties.

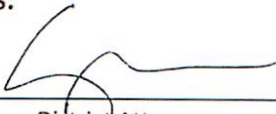
Customer Responsibilities

Review and sign Project Change Request. Once delivered, review and sign Contract Amendment.

Completion Criteria

Fully executed Project Change Request and Contract Amendment.


SIGNATURES:



Gilbert Otero, District Attorney
Imperial County District Attorney's Office

05/25/2021

Date



Claudia L. Huitron, Project Manager
Journal Technologies, Inc.

05/26/2021

Date

AGREEMENT FOR SERVICES

Journal Technologies, Inc.

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the _____ day of _____, 2022 (the “Effective Date”), by and between the County of Imperial, a political subdivision of the State of California, by and through its Probation Department (“COUNTY”) and Journal Technologies, Inc., a Utah corporation, authorized to conduct business within the state of California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide professional services (“Services”); and

WHEREAS, CONTRACTOR represents that it is qualified and experienced to perform the Services; and

WHEREAS, COUNTY desires to engage CONTRACTOR to provide Services by reason of its qualifications and experience for performing such Services, and CONTRACTOR has offered to provide the required SERVICES on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR have hereby agreed to the following:

1. TERM OF AGREEMENT.

This Agreement shall commence on the Date Agreement is Fully Executed by all parties and shall remain in effect until terminated pursuant to this Agreement.

2. CONTRACTOR RESPONSIBILITIES.

CONTRACTOR shall undertake the activities in accordance with the Statement of Work, attached hereto as Exhibit “B” and incorporated by reference herein.

3. REPRESENTATIONS BY CONTRACTOR.

- 3.1. CONTRACTOR represents and warrants that CONTRACTOR has all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 3.2. CONTRACTOR shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONTRACTOR has received written authorization from COUNTY to do so.
- 3.3. CONTRACTOR represents and warrants that any employee, contractor, and/or agent who will be performing any of the duties and obligations of CONTRACTOR herein possesses all required licenses and authorities, as well as the experience, training, and competency, to perform such tasks.
- 3.4. CONTRACTOR understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONTRACTOR if such representations were not made.

4. COMPENSATION.

- 4.1. The total compensation payable under this Agreement; excluding, for the avoidance of doubt, amounts payable under the License, Maintenance and Support Agreement entered into between the parties of even date herewith (the "License Agreement"), shall not exceed \$200,000.
- 4.2. Additional services or costs will not be paid without a prior written agreement between the parties.

5. METHOD OF PAYMENT.

- 5.1. CONTRACTOR shall submit to COUNTY a written claim for compensation for services performed in the timing and manner set forth in Exhibit A.
- 5.2. CONTRACTOR may expect to receive payment within a reasonable time, and in the normal course of business, within thirty (30) days after the claim is submitted.

6. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.

- 6.1 CONTRACTOR shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to CONTRACTOR'S charges for services or expenditures and disbursements charged to COUNTY for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.
- 6.2 Any records or documents required to be maintained by CONTRACTOR pursuant to this Agreement shall be made available to COUNTY for inspection or auditing at any time during CONTRACTOR'S regular business hours provided that COUNTY provides CONTRACTOR with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONTRACTOR'S address indicated for receipt of notices under this Agreement upon reasonable notice given by COUNTY to CONTRACTOR.

7. TERMINATION.

- 7.1 COUNTY retains the right to terminate this Agreement for any reason by notifying CONTRACTOR in writing thirty (30) days prior to termination and by paying the compensation due and payable to the date of termination.
- 7.2 If this Agreement is terminated for fault of CONTRACTOR, COUNTY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR's services satisfactorily rendered by CONTRACTOR under the Statement of Work or any subsequent Statement of Work up to the effective date of termination, including, without limitation, all work in process.
- 7.3 Compensation is to be arrived at by mutual agreement between COUNTY and CONTRACTOR; provided, however, that in all cases it shall be deemed to include all services satisfactorily rendered by CONTRACTOR under the Statement of Work or any subsequent Statement of Work up to the effective date of termination, including, without limitation, all work in process. Should the parties fail to agree on said compensation, an independent arbitrator shall be appointed.
- 7.4 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. Upon termination, each party shall return the confidential property

of the other party obtained under this Agreement, as applicable. This includes, without limitation, all work product of CONTRACTOR produced pursuant to this Agreement and COUNTY shall have no further right to retain or use such work product following termination.

8. INTEREST OF THE CONTRACTOR.

- 8.1 CONTRACTOR covenants that is presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance or services hereunder.
- 8.2 CONTRACTOR covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.
- 8.3 CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.

9. INDEMNIFICATION.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are caused or contributed to in any manner in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by a willful misconduct or negligence, whether active or passive of CONTRACTOR, or anyone acting under its direction in connection with or incident to the services provided hereunder, unless the same is found by a court of law to be caused by the sole or concurrent negligence or willful misconduct of the COUNTY.

10. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, COUNTY'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 CONTRACTOR. IN NO EVENT SHALL CONTRACTOR'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 CONTRACTOR.

11. INDEPENDENT CONTRACTOR.

In all situations and circumstances arising out of the terms and conditions of this Agreement, CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:

- 11.1 CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement or any other agreement between the Parties.
- 11.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- 11.3 CONTRACTOR is not, and shall not be entitled to receive from or through COUNTY, and COUNTY shall not provide, or be obligated to provide CONTRACTOR with Workers' Compensation coverage, or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.
- 11.4 CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.
- 11.5 CONTRACTOR shall not be entitled to participate in, nor receive any benefit from, or make any claims against any COUNTY fringe program, including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.
- 11.6 COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or local tax, including but not limited to, any personal income tax, owed by CONTRACTOR.

11.7 CONTRACTOR is, and at all times during this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of COUNTY.

11.8 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.

12. INSURANCE.

CONTRACTOR shall comply with all insurance provisions set forth in **Exhibit "C"**. Copies of insurance shall be attached hereto as **Exhibit "D"**.

13. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY. CONTRACTOR may employ other specialists to perform services as required with prior approval by COUNTY.

14. CONFIDENTIALITY.

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

14.2 **CONTRACTOR Responsibilities:** CONTRACTOR hereby agrees that (i) any information related to the official business of COUNTY that Journal Technologies obtains from COUNTY in the course of the performance of this Agreement is the confidential and proprietary information of COUNTY, (ii) CONTRACTOR shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by CONTRACTOR to any third party, in whole or in part, without the prior written consent of COUNTY, which may be granted or withheld in its sole discretion. If CONTRACTOR becomes aware of the unauthorized

possession of such information, it shall promptly notify COUNTY. CONTRACTOR shall also assist COUNTY with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by COUNTY to protect its proprietary rights.

- 14.3 **Confidentiality Breach:** In the event a party breaches any of its obligations under this Section 14 (“Confidentiality”), the breaching party shall indemnify, defend, and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.
- 14.4 **Exclusions:** The provisions of this Section 14 (“Confidentiality”) shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of CONTRACTOR or COUNTY, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to CONTRACTOR or COUNTY, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by CONTRACTOR or COUNTY, as the case may be, outside the scope of this Agreement or (v) that CONTRACTOR or COUNTY, as the case may be, is required to disclose by law or legal process.

15. NON-DISCRIMINATION.

- 15.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of: Age (forty (40) and over); Ancestry; Color; Religious creed; including religious dress and grooming practices; Denial of family and medical leave; Disability, both mental and physical, including HIV and AIDS; Marital status; Medical condition, including cancer and genetic characteristics; Genetic information; Military and veteran status; National origin, including language use restrictions; Race; Sex, which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding; Gender; gender identity, and gender expression; and Sexual orientation.

- 15.2 CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 15.3 CONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285 et seq.).
- 15.4 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), as set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 15.5 The applicable regulations of § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 (a)) are incorporated into this Agreement by reference and made a part hereon as if set forth in full.
- 15.6 CONTRACTOR and its subcontractors shall give written notice of their obligation under Paragraph 22 to labor organizations with which they have a collective bargaining or other agreements. CONTRACTOR shall include the nondiscrimination and compliance provisions of Paragraph 22 in all subcontractors to perform work under this Agreement.

16. NOTICES AND REPORTS.

- 16.1 Any notice and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

COUNTY

Imperial County Probation Department
 324 Applestill Road
 El Centro, CA 92243

County of Imperial
 Clerk of the Board of Supervisors
 940 W. Main Street, Suite 209
 El Centro, CA 92243

CONTRACTOR

Journal Technologies, Inc.
 915 East First Street
 Los Angeles, CA, 90012 Attention:
 Maryjoe Rodriguez President

16.2 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight carrier.

16.3 The addresses and addresses for purposes of this paragraph may be changed to any other addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

17. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between COUNTY AND CONTRACTOR relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

18. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

19. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

20. PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way, and the valid or unenforceable provision shall be replaced by a provision, which, being valid and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable provision.

21. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

19.1 As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.

19.2 CONTRACTOR, as used in this Agreement or in any other document referred to in or made a part of this Agreement, shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

19.3 All covenants herein contained on the part of CONTRACTOR shall be joint and several if more than one person, firm or entity executes the Agreement.

22. WAIVER.

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

23. CHOICE OF LAW; DISPUTE RESOLUTION.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County; provided, however, that prior to the bringing of any such action the Parties shall first (i) 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, and (ii) 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. COUNTY shall be entitled to select either (A) the location of the mediation or (B) the organization or company, and CONTRACTOR 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.

24. AUTHORITY.

22.1 Each individual executing this Agreement on behalf of CONTRACTOR represents and warrants that:

22.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR;

22.1.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

22.1.3 This Agreement is binding upon CONTRACTOR in accordance with its terms.

22.2 CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the foregoing within thirty (30) days of execution of this Agreement.

25. COUNTERPARTS.

23.1 This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement.

23.2 No counterparts shall be effective until all Parties have executed a counterpart thereof.

26. REVIEW OF AGREEMENT TERMS.

24.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.

24.2 Each Party represents and warrants to and covenants with the other Party that:

24.2.1 This Agreement in its reduction to final written form is a result of extensive good faith negotiations between the Parties and/or their respective legal counsel;

24.2.2 The parties and their legal counsel have carefully reviewed and examined this Agreement for execution by said Parties; and

24.3 Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

27. NON-APPROPRIATION.

This Agreement is based upon the availability of funding by the Board of State and Community Corrections, which COUNTY represents and warrants are available as of the Effective Date hereof. In the event that these funds become unavailable for the performance of the services set forth in this Agreement, the Agreement shall be terminated without penalty, subject to the terms of Section 7.3, after written notice to CONTRACTOR of the unavailability and/or non-appropriate of funds.

28. 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.

29. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COUNTY OF IMPERIAL

JOURNAL TECHNOLOGIES, INC.

By: _____
LUIS EDUARDO ESCOBAR, Chairman
Imperial County Board of Supervisors

By: *M. Rodriguez* 5/13/22
Maryjoe Rodriguez, President

ATTEST

By: _____
BLANCA ACOSTA
Clerk of the Board of Supervisors

APPROVED AS TO FORM
ERIC HAVENS
County Counsel

By: _____
VERONICA HENDERSON
Deputy County Counsel

EXHIBIT A
PRICING FOR PROFESSIONAL SERVICES
(excluding license, maintenance and support fees)

	<u>One-Time Cost</u>
Professional services, including expenses (Notes)	
Implementation services	\$ 175,000
	<u>\$ 175,000</u>

Notes -

The Parties acknowledge that there must be significant involvement from the COUNTY's IT personnel during system implementation, including implementation of the eProbation interface.

For the avoidance of doubt, CONTRACTOR and COUNTY acknowledge and agree that CONTRACTOR will NOT be performing any data conversion services for COUNTY.

Any additional interfaces and any conversions will be done pursuant to subsequent Statements of Work with additional costs. With the COUNTY's approval, CONTRACTOR might use a third-party to assist with any such conversion and interfaces. The COUNTY will be responsible for ensuring the cooperation of its other contractors that are counterparties to any such conversions and interfaces.

There are no upfront or implementation progress payments, except, however, \$40,000 of the implementation services fees shall be due and payable when the COUNTY approves the Project Work Plan. The remaining professional service fees are due at eProbation Go Live. Upon the occurrence of Go Live of the Licensed Software (as defined in the License Agreement), COUNTY is deemed to have recognized that the deliverables provided

in respect of such project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

CONTRACTOR does not provide or install hardware or operating system software, or provide its maintenance and support. The COUNTY acknowledges and agrees that CONTRACTOR has prepared this EXHIBIT A on the assumption that the COUNTY 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 CONTRACTOR are the responsibility of the COUNTY.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. CONTRACTOR's current hourly rate is \$200.

Exhibit B
Statement of Work
(Project Workplan)

County of Imperial (“Client”)

and

Journal Technologies, Inc. (“JTI”)



JTI Project Phases and Plan

eProbation 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 eSeries. The availability of the Client personnel will be a critical factor in timely meeting the project goals herein.

Project Phases and Plan

We will work together under these general phases to implement the system.

A. Project Planning and Initiation

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 setup necessary instances of the system for purposes of Configuration, 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.

- 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 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.

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 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.

D. Interfaces (if applicable)

- 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 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- 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.

E. Document Templates

- 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 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- Client and JTI will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

F. Workflow Processes

- 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 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

G. Searches and Reports

- 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 15 workdays and report any issues. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix the issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

H. Public Portal

- JTI will demonstrate the functionality to the Client's IT 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 15 workdays to JTI and the appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations for testing.

I. 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 15 workdays to JTI and appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations for testing.

J. 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 deployment will bring the system live in the production environment.

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 **Imperial County**, a political subdivision of the State of California (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

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

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

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

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

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit 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.

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

1.8 **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.

1.9 **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.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node)

that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors 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 or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and 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 Licensor 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 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 and any unpaid fees for implementation services under the Professional Services Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of Go Live, and shall thereafter may be renewed for successive one-year periods (the "**License Term**"), by mutual, written agreement.

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

unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. 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 Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit A, and prorated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee. In no event shall the aggregate License, Maintenance and Support Fees during the License Term exceed the amount of \$365,000, excluding increases for additional users and CPI adjustments. This not-to-exceed amount is calculated as follows: \$73,000 annually for licenses, maintenance and support for five (5) years.

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

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

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee 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 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 D ("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 D 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.

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

3.3 Conditions to Receive Support.

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

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

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

4. **WARRANTY**

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 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

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR 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. 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.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licensor under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 ("Grant of License"), neither the Licensed Software nor any of the other materials shall be in any way disclosed by Licensee 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 possession of the Licensed Software or any of the other materials, it shall notify Licensor promptly, and in any event within five (5) business days. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information

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

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

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this 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 shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

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

7.2.2. Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement

(but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

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

7.4 Termination for Convenience. Each of Licensor and Licensee may terminate this Agreement without cause by giving the other party written notice at least ninety (90) days prior to the date of termination.

7.5 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. 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. Additionally, upon termination Licensor shall extract and provide Licensee, within forty-five (45) days of Licensee's request therefor, Customer Data in Licensor's possession at that time, in MS-SQL format. 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 under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street

Los Angeles, CA 90012
Attention: Maryjoe Rodriguez, President

and

Munger, Tolles & Olson LLP
1155 F St. NW Washington, DC 20004
Attention: Brett Rodda

To Licensee: Imperial County
Probation Department
324 Applestill Rd.
El Centro, CA 92243
Dan Prince

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

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 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 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 Licensor 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.

8.6 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 State of California without giving effect to its conflict of law principles.

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

8.10 Entire Agreement. This Agreement, together with the Professional Services Agreement and all Exhibits attached hereto and thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

8.11 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

EXHIBIT A
LICENSE, MAINTENANCE AND SUPPORT FEES

eProbation®

1. **Licensed Software:** eProbation® The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.
2. **Annual eProbation® License, Maintenance and Support Fees:** \$73,000 (and adjusted for any CPI increase after the first year), which includes:
 - (a) Licensed Software licenses for up to a total of 93 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.10).
 - (b) 10 additional licenses (i.e., 10% of agency Users) for unlimited use of Public Portal by public Users (i.e., Users identified in clause (c) of such “User” definition).

For a total of up to 103 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 (by first applying the County’s District Attorney’s Office which has 96 User licenses to determine which User Group row (based on such aggregate User license number) to use in the table below to obtain the correct Per License amount for each User added or subtracted), but subject in all events to a minimum annual License, Maintenance and Support Fee of \$50,000:

Pricing Table for System User Licenses for Centralized System

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

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

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

3. **Annual eProbation® Hosting and Storage Fees:** \$65,900 (and adjusted for any CPI increase

after the first year, not to exceed five (5) percent), which includes 1TB of database storage, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee’s usage, and pursuant to the table set forth below. Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Journal Technologies.

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

a. DOCUMENT STORAGE

1. PRICING/FEEES

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)*

2. PAYMENTS

Licensor shall invoice Licensee for Document Storage based on average daily storage usage over a monthly period. Invoicing will occur at the end of each year of the License Term; provided, however, that once Licensee’s total Document Storage usage reaches a threshold of two (2) TB, Licensee will begin receiving monthly invoices for Document Storage. The storage threshold determining the timing of customer payments (annually or monthly) is subject to change throughout the course of the agreement upon 30 days prior notice.

Licensee shall have two options for paying these fees:

Option #1: Invoice

Licensee will be sent an invoice, either annually or monthly depending on Licensee’s overall total Document Storage usage, for average daily storage usage over a monthly period. Licensee may use ACH to make its invoice payments.

Option #2: Automated

If Licensee wishes to automatically pay for its Document Storage, Licensee may setup an automatic payment plan with Licensor.

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:

User Groups*	User Licenses	Annual Hosting Fees (Excluding document storage)	
		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	25,000

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

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 not to exceed five (5) percent. 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.

In addition to the annual Hosting and Storage Fees that will be charged during the eProbation License Term as set forth above, if Licensee elects to have Licensor host the data conversion testing environment during the eProbation project implementation phase prior to eProbation Go Live, then Licensee shall pay Licensor a monthly fee of \$4,200/month for such hosted services provided prior to eSeries Go Live, which amount shall be subject to an annual CPI increase for each 12-month period of pre-Go Live hosting after the first 12-month period (but there shall be no monthly fee payable for the first two months of such pre-Go Live hosted services). The aggregate total monthly fees for such pre-Go Live hosting services (which shall be pro-rated for any partial month) shall be payable by Licensee in two equal installments, the first payable prior to eProbation Go Live with Licensee’s payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the eProbation License Term, and the second payable upon the first anniversary of the date of eProbation Go Live with Licensee’s payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the second year of the eProbation License Term.

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

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

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: John J. Stulman
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: Annual Deposit fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary	Party responsible for: Annual Beneficiary fee:	<input type="checkbox"/> Depositor <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
MINIMAL SYSTEM REQUIREMENTS

[Reserved]

EXHIBIT D **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 (the “**Hosted Services**”), which Licensee may access via a secure Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this **Exhibit D** 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 D**.
- d. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee’s failure to comply with subparagraph b. below under the heading “Licensee Responsibilities.”

Licensee Responsibilities. Licensee’s responsibilities with respect to the Hosted Service are as follows:

- a. Pay the Annual Hosting and Storage Fees listed in **Exhibit 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. Have and maintain the following workstation configuration requirements:

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum (8+ GB preferred)
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network	Secure internet connection
Operating system	Supported OS from Microsoft or Apple
Other required software and versions	Supported browser versions of Licensee's choice from the following list: Microsoft IE, Microsoft Edge, Firefox, Google Chrome, Apple Safari. Java Runtime Environment 8 only for automated printing and scanning.
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)

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.

Licensor leverages world class cloud infrastructure providers like Amazon Web Service (AWS) and Microsoft Azure to host Licensee data and software. These companies provide state-of-the-art compute power, storage and security. Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

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 solutions like AWS and Azure 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/>

Microsoft Azure provides similar services and security.

Data Security – Journal Technologies builds our 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. We also reference *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 - 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.

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

Licensor 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, Journal Technologies will follow its Security Incident Response Plan. If a verified security breach occurs Journal Technologies will promptly notify client IT representatives or CSO.

SOC 2 Type 1

Licensor has completed a System & Organization Control (SOC) 2 Type 1 audit, an independent third-party examination of Licensor's information security controls. Licensor 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 Licensor 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. Licensor interaction with Customer Data strictly limited to supporting Licensee's operation.

DATABASE BACKUPS AND DISASTER RECOVERY

We backup your 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 your 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 your 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.

Our DR Restore Point Objective (RPO) is two hours or less and our Recovery Time Objective (RTO) is twenty-four hours or less

CLOUD MAINTENANCE

Journal Tech (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.