

**CASE MANAGEMENT SYSTEMS AGREEMENT
RENEWED AGREEMENT FOR EXISTING eDEFENDER® DEPLOYMENT**

THIS CASE MANAGEMENT SYSTEMS AGREEMENT, hereinafter referred to As the "Agreement", is made and entered into as of the 18th day of August 2026, by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting through the County of Santa Barbara Office of the Public Defender, hereinafter referred to as "PUBLIC DEFENDER", and JOURNAL TECHNOLOGIES, INC., a Utah corporation, whose mailing address is 915 East First Street, Los Angeles, CA 90012, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, PUBLIC DEFENDER and CONTRACTOR entered a prior contract in 2015 contemplating (i) implementation services for the case management system eDefender (the "CMS"), and (ii) licenses, maintenance and support services in connection with the CMS; and

WHEREAS, CONTRACTOR implemented the CMS and PUBLIC DEFENDER continues its use of the CMS to the present date, and the parties mutually desire through this new contract to extend the period during which the PUBLIC DEFENDER may continue such use, and CONTRACTOR shall continue provision of the licenses, maintenance and support services in connection with the CMS; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the services required by COUNTY; and

WHEREAS, COUNTY desires to retain the services of CONTRACTOR under the terms and conditions set forth herein, in the License Agreement, and in the Professional Services Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings attributed to them in the License Agreement or the Professional Services Agreement, as the case may be.

WITNESSETH

1. DOCUMENTS CONSTITUTING AGREEMENT.

1.1. This Agreement includes the License Agreement and the Professional Services Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

2. DEFINITIONS

- 2.1. "Acceptance Criteria" means the acceptance criteria, if any, expressly set forth in a subsequent Statement of Work for new Deliverables or professional services.
- 2.2. "Case Management System," "CMS," "software," "system", "application" and "solution" shall mean the collection of applications and services that work

together in an integrated and efficient manner to enable COUNTY and its authorized Users using its and their own computer hardware and mobile devices, and provided that they are connected to the COUNTY's network, to among other functions: (i) manage criminal cases; (ii) coordinate with related services; and (iii) provide mobile real-time access to data and applications for COUNTY staff in the field, named eDefender® and underlying software and systems. Beyond the baseline/original configuration, all modifications and enhancements to the CMS shall be deemed to be part of the CMS as defined herein and shall be subject to all terms and conditions set forth herein.

- 2.3. "Deliverables" means any software, goods, services, information technology, and other items to be delivered as part of a subsequent Statement of Work in accordance with the Professional Services Agreement. For clarity, the CMS is currently implemented and in production use by PUBLIC DEFENDER. As such, this Agreement does not obligate CONTRACTOR to provide any new professional services or Deliverables, except as agreed under a mutually executed subsequent Statement of Work. This Agreement does obligate CONTRACTOR to provide continued eDefender licenses, and Maintenance and Support for the CMS, as defined in the License Agreement, subject to PUBLIC DEFENDER's payment of associated fees therefor.
- 2.4. "Effective Date" means the date on which the Agreement has been executed by both COUNTY and CONTRACTOR.
- 2.5. "Transition" means, on and following the termination of the Term, the separation of Deliverables and Services from COUNTY and the replacement with deliverables and services provided by a party other than CONTRACTOR.

3. DESIGNATED REPRESENTATIVE

The designated representative for COUNTY during the Term shall be Angella Stokke. CONTRACTOR's designated representative shall be Brian Cardile, or such other persons as designated by CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

4. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Santa Barbara County Public Defender ATTN: Angela Stokke 1100 Anacapa St., Santa Barbara, CA 93101
------------	---

To CONTRACTOR:	Journal Technologies, Inc. ATTN: Brian Cardile 915 East First Street Los Angeles, CA 90012
-------------------	---

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This section shall not be construed as meaning that either party agrees to service of process, except as required by applicable law.

5. SCOPE OF WORK

CONTRACTOR agrees to provide eDefender licenses, Maintenance and Support as defined in Exhibit A-1 and with any professional services desired by COUNTY and mutually agreed in a subsequent Statement of Work under the Professional Services Agreement.

6. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for (i) annual license, Maintenance and Support fees for the CMS in accordance with the terms of the License Agreement and Exhibit A-1-A attached thereto and which are incorporated herein by reference, and, if any are engaged (ii) professional services rendered under any subsequent Statement of Work pursuant to the Professional Services Agreement in accordance with the terms thereof and of Exhibit A-2-A attached thereto and which are incorporated herein by reference,.

- 6.1. **Taxes.** COUNTY hereby represents and warrants to CONTRACTOR that it is exempt from Federal excise taxes and is not subject to any California or other State or Local sales or use taxes. If COUNTY is not exempt from any such taxes or otherwise becomes subject to such taxes at any time in the future, COUNTY shall be solely responsible for the payment of such taxes.

7. LICENSE AND POTENTIAL PROFESSIONAL SERVICES

- 7.1. **License.** CONTRACTOR shall license the software to COUNTY in accordance with the provisions of the License Agreement.
- 7.2. **Potential Professional Services.** CONTRACTOR may provide professional services to COUNTY in connection with the CMS in accordance with the provisions of the Professional Services Agreement.
- 7.3. **Maintenance Fees.** COUNTY shall make payment of license, maintenance and support fees to CONTRACTOR based on an annual fee in accordance with the License Agreement and Exhibit A-1-A thereto (License, Maintenance and Support Fees).

- 7.3.1. License, maintenance and support fees shall be subject to increase annually by the amount of increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim.
- 7.3.2. Changes to maintenance fees include percentage increases to CPI as seen on a year-per-year basis on the same month not to exceed four percent (4%) per year.
- 7.3.3. COUNTY may increase the number of named Users at any time upon written notice to CONTRACTOR, which shall be promptly followed by payment reflecting the increased license, maintenance and support fees, calculated according to the provisions of Exhibit A-1-A to the License Agreement and pro-rated for any partial year.
- 7.4. **Travel, Meals, and Lodging Requirements.** CONTRACTOR shall be responsible for all travel related expenses including transportation, meals and lodging incurred in its performance of this agreement.

8. LICENSE RESTRICTIONS AND RIGHTS

The software and documentation are protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. The software is licensed and not sold to COUNTY. The license gives COUNTY limited rights to use the software. Although COUNTY owns any media on which the software is recorded, COUNTY does not become the owner of, and CONTRACTOR retains title to, the software, any CONTRACTOR run time libraries, and all copies thereof. All rights not specifically granted in this Agreement or the License Agreement, including federal and international copyrights, are reserved by CONTRACTOR. COUNTY acknowledges that all enhancements provided by CONTRACTOR, either provided for at a contracted cost or included at no cost, are added into CONTRACTOR's proprietary core software platforms, therefore, any enhancements will remain the sole property of CONTRACTOR. COUNTY shall not make or distribute copies of the software, or electronically transfer the software from one computer to another or over a network other than to make backup copies of the software. COUNTY shall not disclose or release any proprietary software information, including but not limited to software database schemas or software technical specifications. COUNTY shall not decompile, reverse engineer, disassemble, or otherwise reduce the software to human-perceivable form. COUNTY shall not rent, lease or sublicense the software. COUNTY shall not modify the software or create derivative works based upon the software. COUNTY shall not export the software into any country prohibited by the United States Export Administration Act and the regulations thereunder. For purposes of this Section 8, documentation does not include this Agreement, and accordingly COUNTY may

post this Agreement publicly on the internet as part of COUNTY's approval process.

9. UPGRADES

- 9.1. The terms of this Agreement shall apply to all future upgrades to the software, unless otherwise stated by a new Agreement executed by the parties.
- 9.2. COUNTY shall receive all future upgrades to the software during the License Term in accordance with the provisions of the License Agreement at no additional cost, so long as all license, maintenance and support fees have been paid and COUNTY is in compliance with the terms of the License Agreement.

10. TERM

CONTRACTOR shall commence performance upon the Effective Date of this Agreement. The "Term" of the Agreement shall continue for five (5) years from the Effective Date for so long as COUNTY is current in all required license, maintenance and support fees and service fees under this Agreement. The Term may be terminated earlier pursuant to this Agreement. COUNTY shall have the option to renew the Agreement and the License Agreement for three additional one-year terms in accordance with the pricing terms set forth in Exhibit A-1-A to the License Agreement.

11. INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED RIGHTS

- 11.1. Any Deliverables or professional services provided under a subsequent Statement of Work shall be subject to inspection, testing, approval and acceptance by COUNTY. Inspection shall be made within a reasonable time, but in no event longer than ninety (90) calendar days after delivery. If the deliverables, services, or the tender of delivery fail in any respect to conform to the Agreement, COUNTY may reject the entire tender, or, if the deliverables are commercially divisible, may at its option, accept any commercial unit or units and reject the rest.
- 11.2. As applicable, all performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by COUNTY or other regulatory agencies at all times prior to acceptance. CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms

of this Agreement, COUNTY shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, COUNTY retains the right to

11.2.1. Require that CONTRACTOR immediately take all necessary steps to ensure future performance in conformity with the terms of the Agreement;

11.2.2. Propose a mutually agreed reduction in the subsequent Statement of Work price to reflect the reduced value of the services performed or products provided; and/or

11.2.3. Terminate this Agreement in accordance with the provisions of Section 30 below.

11.3. COUNTY may also terminate this Agreement for default if such default is not cured by CONTRACTOR within thirty (30) days of CONTRACTOR's receipt of written notice of such default from COUNTY.

11.4. **Inspection.** CONTRACTOR shall keep records evidencing inspections and their result, and shall make these records available to the COUNTY during performance and for four (4) years after the final payment. CONTRACTOR shall permit the COUNTY to review procedures, practices, processes, and related documents to determine the acceptability of CONTRACTOR's quality assurance system or other business practices related to performance of this Agreement.

11.4.1. Any deliverables and/or services may be subject to final inspection, test and acceptance by the COUNTY at destination, notwithstanding any payment or inspection at source.

11.5. **Test.**

11.5.1. COUNTY shall use the criteria established in this Agreement, the Professional Services Agreement and any subsequent Statement of Work to determine the acceptance of each task and to test the deliverables and/or services.

11.5.2. If COUNTY, in its reasonable discretion, determines that any deliverables and/or services have failed to meet a specific task, specification or requirement in accordance with the applicable Statement of Work, this Agreement,

or new requirements, functions and features that arise during testing or that features or functions said to be present in CONTRACTOR's documentation are absent or do not function in accordance with the documentation, COUNTY may execute any or all of the following:

- 11.5.2.1. Require CONTRACTOR to modify the deliverables and/or services to conform to these expectations;
- 11.5.2.2. Extend the acceptance testing period for a reasonable time period to allow time for CONTRACTOR to remedy the problems; or
- 11.5.2.3. Terminate this Agreement and its obligations to CONTRACTOR in accordance with the provisions of Section 30 below.

11.6. **Subsequent Deliverables Acceptance.** If a subsequent Statement of Work contemplates a production release or Go Live event for new functionality, then during the acceptance testing period described in Section 11.5, Test, above, any issues or undelivered functionality noted during such period shall be logged by COUNTY, evaluated by CONTRACTOR and COUNTY project managers, and a plan for resolution shall be agreed upon. Any issues deemed non-critical by both COUNTY and CONTRACTOR shall be resolved, as agreed upon, within 90 days after Go Live for the work entailed in the subsequent Statement of Work. Go Live will occur once all functionality, configuration and features are delivered other than those set forth in the mutually agreed non-critical list (the "Non-Critical List"). Upon COUNTY's use in a production capacity at Go Live of such Deliverables, the Deliverables and all components thereof will be deemed accepted by COUNTY for all purposes, other than the items, if any, set forth on the Non-Critical List.

11.7. **Rejection.**

11.7.1. If COUNTY determines to reject any deliverables and/or services, COUNTY shall give written notice of rejection of deliverables delivered and/or services performed during the period set forth in 11.1 of this Agreement. Such notice of rejection will state the specific respects in which the deliverables and/or services do not conform to their specifications. Acceptance by COUNTY shall be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that COUNTY

might have at law or by express reservation in this Agreement with respect to any nonconformity.

- 11.7.2. CONTRACTOR shall be responsible for reclaiming and removing any rejected deliverables and/or items at CONTRACTOR's own expense. Should CONTRACTOR fail to reclaim or remove any rejected deliverables and/or items within a reasonable time, COUNTY shall, at its option, dispose of such deliverables and/or items and charge CONTRACTOR for any costs or expenses reasonably incurred, demonstrated, and agreed-upon in accordance with the dispute resolution procedures herein.

11.8. Corrective Action.

- 11.8.1. If COUNTY discovers any practice, procedure, or policy of CONTRACTOR that materially deviates from the terms or requirements of this Agreement, which violates federal, State or local laws or regulations, COUNTY, in addition to its termination rights, may notify CONTRACTOR that corrective action is required.
- 11.8.2. CONTRACTOR shall correct any and all discrepancies, violations, or deficiencies within 30 calendar days or sooner.
- 11.8.3. In the event that CONTRACTOR's deliverables and/or services reasonably are not accepted by COUNTY, CONTRACTOR shall be liable for actual damages incurred by COUNTY arising from any negligence or willful misconduct of CONTRACTOR in connection with its performance or any uncured breach of the express warranties referenced in Section 16.1 below that caused such deliverables and/or services to not be reasonably acceptable, and/or COUNTY may terminate for cause on grounds of material breach, provided that in all cases COUNTY's actual damages are demonstrated in accordance with the dispute resolution procedures herein, and subject to Section 24 (Indemnification and Insurance).
- 11.8.4. CONTRACTOR shall promptly reimburse the COUNTY for the damages set forth and demonstrated in accordance with Section 11.8.3, or, at COUNTY's option, COUNTY may offset such damages finally awarded to COUNTY in accordance with such dispute resolution procedures from any payment due to CONTRACTOR

under any contract with COUNTY.

- 11.8.5. The rights and remedies of COUNTY provided herein shall not be exclusive, and are in addition to any other rights and remedies provided by the Professional Services Agreement or License Agreement, but subject to the provisions of Section 25. The acceptance by COUNTY of late or partial performance with objection or reservation shall not waive the right to claim damage for such breach, nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by CONTRACTOR, or of any other claim, right or remedy of COUNTY.

12. BACKGROUND CHECKS

CONTRACTOR agrees that any and all employees, agents or assignees responsible for conducting any work as part of any subsequent Statement of Work for the CMS shall provide PUBLIC DEFENDER with a completed PUBLIC DEFENDER background package and agree to provide Live Scan fingerprints. PUBLIC DEFENDER shall utilize this information to conduct a full background check, at PUBLIC DEFENDER sole cost and expense, on any individual who will be working on the CMS. PUBLIC DEFENDER reserves the right to refuse access to the CMS to any CONTRACTOR employee, agent or assignee who refuses to provide a PUBLIC DEFENDER background package and/or Live Scan finger prints within ten (10) days of assignment to PUBLIC DEFENDER professional services projects. In the event that PUBLIC DEFENDER determines that a CONTRACTOR employee, agent or assignee does not meet the internal PUBLIC DEFENDER background criteria, they will be removed from the project and a replacement will be provided by CONTRACTOR within five (5) business days. Background eligibility is within the sole discretion of PUBLIC DEFENDER. Specifications of PUBLIC DEFENDER background criteria are confidential and PUBLIC DEFENDER will not be required to disclose the basis for any determination of ineligibility.

In addition to PUBLIC DEFENDER background procedures, prior to presenting the PUBLIC DEFENDER with an employee, agent or assignee for PUBLIC DEFENDER clearance to work, CONTRACTOR must have conducted prior to CONTRACTOR'S hiring or engagement of such individual, at a minimum, a complete background check including a social security number trace, address history, criminal database search, national sex offender registry search and criminal record search by jurisdiction, on all employees, subcontractors and volunteers involved with solution development or with access to PUBLIC DEFENDER case information. Hosted solution providers may be required to have additional background clearance for employees, subcontractors and volunteers.

13. OSHA

CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

14. DOCUMENTATION

CONTRACTOR agrees to provide to COUNTY, at no charge, all documentation, and updated versions thereof, which is necessary or useful to COUNTY in its use of the software provided hereunder.

15. ESCROW

- 15.1. CONTRACTOR shall place a copy of the source code for the CMS Software into escrow pursuant to the Software Escrow Agreement executed between CONTRACTOR and escrow agent InnovaSafe, Inc., ("Escrow Agreement"), an executed copy of which is attached hereto as Exhibit D (Software Escrow Agreement).
- 15.2. CONTRACTOR further agrees that COUNTY shall be named as a beneficiary under the Escrow Agreement, at which time COUNTY shall execute the Beneficiary Acknowledgement Form attached to the Escrow Agreement. CONTRACTOR shall pay the Annual Beneficiary Fee to InnovaSafe, Inc. as provided in the Escrow Agreement and provide verification of the payment to COUNTY within thirty (30) days.
- 15.3. CONTRACTOR agrees to release the Deposit referenced in the Escrow Agreement to COUNTY pursuant to the conditions set forth in the Escrow Agreement. CONTRACTOR shall improve, add to, or otherwise modify the source code deposited into escrow at or near the time any supported release modifications of the software are made available to CONTRACTOR's licensees of the software generally.
- 15.4. CONTRACTOR shall be responsible for all payments owed to the escrow agent.

16. WARRANTY

- 16.1. Any deliverables and/or services furnished under this Agreement shall be covered by the warranties set forth in the Professional Services Agreement and the License Agreement, in accordance with the provisions thereof.

17. IN-PERSON SUPPORT AT GO LIVE

If requested, and as agreed in a subsequent Statement of Work, CONTRACTOR

may provide onsite resources for the Go Live date of any such subsequent Statement of Work to support County Subject Matter Expert (SME) and Help Desk staff and line staff/users.

18. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

19. TAXES

CONTRACTOR shall pay all income taxes, levies, duties, and assessments of every nature due in connection with any work or deliverables under this Agreement, and shall make any and all payroll deductions required by law. However, CONTRACTOR shall not be responsible for paying any sales tax, excise tax, use tax or similar taxes, and should CONTRACTOR be required to do so by any government agencies, COUNTY agrees to promptly reimburse CONTRACTOR for the full amount of such paid taxes plus interest and penalty, if any. Except as set forth in the immediately preceding sentence, COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf. Should COUNTY be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full amount of such paid taxes plus interest and penalty, if any.

These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. COUNTY shall be entitled to a full accounting of any sales, excise use or similar taxes that it is required to

pay.

20. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would constitute a conflict of interest with the performance of services required to be performed under this Agreement.

CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

21. COUNTY DATA

- 21.1. "County data" shall mean data and information received by CONTRACTOR from COUNTY. As between CONTRACTOR and COUNTY, all County data shall remain the property of the COUNTY. CONTRACTOR shall not acquire any ownership interest in the County data.
- 21.2. CONTRACTOR shall not, without COUNTY's written permission and consent, use or disclose the County data other than in the performance of its obligations under this Agreement.
- 21.3. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY as soon as possible of any incident of unauthorized access to County data, or any other breach in CONTRACTOR'S security that materially affects COUNTY or end users. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. In the event unauthorized access occurs then, Contractor shall diligently investigate the incident and seek to identify the specific County Information involved at no cost to the County.
- 21.4. **Ownership of Documents and Intellectual Property.** COUNTY shall be the owner of the following items incidental to this Agreement, upon production and whether or not completed ("County Materials"): all County data collected, all County documents of any type whatsoever (paper or electronic), and any

material (not including any software or other CONTRACTOR intellectual property, which is being licensed to COUNTY under the provisions of the License Agreement) necessary for the practical use of such data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any County Materials under this paragraph except after COUNTY's prior written approval.

- 21.5. No County Materials produced in whole or in part under this Agreement will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
- 21.6. COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any County Materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder.
- 21.7. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions shall survive any termination of this Agreement.
- 21.8. For ninety (90) days prior to the expiration of this Agreement, or upon notice of termination of this Agreement, CONTRACTOR shall assist the COUNTY in extracting and/or transitioning all Data in the format determined by the COUNTY. During this Transition Period, System, Services, and COUNTY Data access shall continue to be made available to the COUNTY without alteration.. The COUNTY, at its option, may purchase additional transition Services, as specified in the Statement of Work. CONTRACTOR shall compensate the COUNTY for damages or losses the COUNTY may incur as a result of CONTRACTORS's failure to comply with this Section subject to any applicable limitation of liability. This portability provision shall survive any termination of this Agreement.

22. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to Section 29, Termination, of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY

property, documents, or information without COUNTY's prior written consent.

23. RECORDS, AUDIT, AND REVIEW

- 23.1. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement.
- 23.2. All accounting records shall be kept in accordance with generally accepted accounting principles.
- 23.3. COUNTY reserves the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours, or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7).
- 23.4. CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

24. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit B attached hereto and incorporated herein by reference.

25. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (OR ANY EXHIBIT HERETO), 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 AND ALL EXHIBITS HERETO AND OTHER AGREEMENTS ENTERED INTO IN CONNECTION HERewith SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER AND THEREUNDER TO CONTRACTOR. IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT

MATTER OF THIS AGREEMENT AND ALL EXHIBITS HERETO AND OTHER AGREEMENTS ENTERED INTO IN CONNECTION HERewith EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER AND THEREUNDER TO CONTRACTOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM.

26. NONDISCRIMINATION

The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.

27. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

28. NON-ASSIGNMENT

CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. The foregoing restriction shall not (and shall in no event be deemed to) apply to or restrict CONTRACTOR's use or engagement of consultants who act as regular staff enhancements to CONTRACTOR and who prefer to provide services as independent contractors rather than as employees.

29. TERMINATION

29.1. **By COUNTY.** In accordance with this Section 30, COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

29.1.1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

29.1.2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY shall notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part by written notice to CONTRACTOR, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

29.1.3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions and fail to cure such default or breach within thirty (30) days following receipt of written notice of such default or breach, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice of termination, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the termination notice is received by CONTRACTOR, unless the notice otherwise sets forth a later date.

29.2. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payments set forth in the Professional Services Agreement, the License Agreement or in any exhibit to either of the foregoing, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement and the License Agreement and Professional Services Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

29.3. **Termination Payments.** In the event of termination of the contract for any reason (including any of the foregoing subsections of this Section 30), COUNTY shall remit payment to CONTRACTOR for all services and deliverables performed or delivered in a reasonably satisfactory manner prior to such termination, whether or not completed or accepted at the time of termination.

30. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of

the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

31.COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

32.CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in State court in the County of Santa Barbara, or in the federal district court nearest to Santa Barbara County.

33. PRECEDENCE

In the event of conflict between or among the provisions contained in any part of this Agreement and the provisions contained in the Exhibits, the documents shall be interpreted in and given the following order of precedence (i) this Agreement, (ii) the License Agreement, (iii) the Professional Services Agreement, (iv) the Support Agreement.

34. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State, or County government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

35. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that either COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any

informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

36. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

37. REMEDIES NOT EXCLUSIVE

Unless expressly stated in this Agreement or in any Exhibit hereto, no remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

38. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

39. NO WAIVER

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

40. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assignees.

41. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed,

shall together constitute one and the same instrument.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

42. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request, in accordance with the provisions of Sections 3 and 4 of the License Agreement. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

43. DISPUTE RESOLUTION

- 43.1. **Informal Dispute Resolution.** If a dispute, controversy or claim arises between the parties related to this Agreement, the parties shall attempt to resolve the dispute informally through discussions between the parties.

44. DISENTANGLEMENT

- 44.1. This section shall apply upon termination of this Agreement for any reason.
- 44.2. CONTRACTOR and COUNTY shall reasonably cooperate with one another in good faith and jointly develop a transition plan designed to ensure a smooth transition and transfer of the services and of the County data to COUNTY or to COUNTY's other contractors. CONTRACTOR may require a commercially reasonable non-disclosure agreement in connection therewith.
- 44.3. As part of the transition plan that COUNTY and CONTRACTOR develop upon termination of their contractual relationship, COUNTY agrees to provide CONTRACTOR a list of services

desired and CONTRACTOR will provide to the County one or more Statements of Work covering such services and the amounts and rates that CONTRACTOR would charge for such services on the basis of achievement of milestones set forth in such Statements of Work (the "Transition Services Fees"). In addition, COUNTY shall continue to pay to CONTRACTOR any license, maintenance and support fees payable with respect to the Licensed Software for all periods during which COUNTY or any of its Users continue to Use the Licensed Software, including for any Use of the Licensed Software during the transition plan or at any other time following termination of this Agreement or the License Agreement.

45. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

46. FORCE MAJEURE

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

47. COUNTY DATA AND PERSONAL INFORMATION REQUIREMENTS

- 47.1. With respect to any and all Customer Data, COUNTY is (a) responsible for securing such Customer Data on its own computer systems and networks, (b) obligated not to send CONTRACTOR any such Customer Data in connection with the performance of this Agreement unless no other option is available, and never to send the only copy of any Customer Data to CONTRACTOR, (c) responsible for obfuscating any personally identifiable information, including without limitation any Protected Health Information (as defined below), from any such Customer Data before transmitting or delivering it to CONTRACTOR, and (d) responsible for copying and encrypting with commercially available strong encryption any such Customer Data before transmitting or delivering it to CONTRACTOR, and must ensure that all such transmissions

and deliveries are effected in a safe and secure manner. "Protected Health Information" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under Subpart E of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501]. CONTRACTOR shall comply with the requirements of Section 6.2 of the License Agreement with respect to any Customer Data received by COUNTY.

48. EXHIBITS AND ATTACHMENTS:

The following Exhibits and Attachments are incorporated herein by reference and constitute a material part of the Agreement. For purposes of the Exhibits and Attachments, "you", "Journal Technologies," "JTI," and "Journal" refers to CONTRACTOR, while "us," "we," and "our" refer to COUNTY.

- a. Exhibit A-1: License Agreement
- b. Exhibit A-2: Professional Services Agreement
- c. Exhibit B: Indemnification and Insurance
- d. Exhibit C: Support Agreement

EXHIBIT A-1

Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "Agreement"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "Licensor"), and the County of Santa Barbara Public Defender's Office (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. For clarity, Go Live of the Licensed Software occurred under the prior contract between the parties.

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

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

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and

costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;
- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
 - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
 - (b) take appropriate steps to ensure the accuracy of Customer Data;
 - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
 - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

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

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

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

1.11 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for

utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 **User** means 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.

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 for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of 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 Effective Date. The License Term shall continue until the fifth anniversary of the Effective Date, and thereafter may be renewed for successive one-year periods (the "License Term"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. 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-1-A in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension. Annual License Maintenance and Support Fees are subject to increase in accordance with Exhibit A-1-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-1-A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.2.1 Late Payment; Interest. If any undisputed License, Maintenance and Support Fees, or other amounts owing under this Agreement remain unpaid for more than sixty (60) days after the applicable due date, such amounts shall accrue interest from the date that is sixty (60) days after the due date until paid in full at a rate equal to one percent (1%) per month, or the maximum rate permitted by applicable law, whichever is lower. The accrual or collection of interest under this section shall be in addition to, and not in lieu of, any other rights or remedies available to Licensor under this Agreement.

2.2.2.2 Continued Use Following License Term. If Licensee continues to Use the Licensed Software following the expiration or termination of the License Term without a then-effective renewal or extension of this Agreement, Licensee shall remain responsible for payment to Licensor for such continued Use at Licensor's then-current applicable rates for the Licensed Software, prorated for the period of such continued Use. Nothing in this section shall be deemed to extend the License Term or grant Licensee any rights to Use the Licensed Software beyond the License Term.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, (d) permit any party access to the Licensed Software for purposes of programming against it, or (e) enable, allow or cause access to the Licensed Software by any artificial intelligence or automated program not provided by or expressly authorized by Licensor. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes 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 or by any third-party artificial intelligence or automated program enabled by Licensee to access the Licensed Software. Licensee is also solely responsible for any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or

one of its agents or contractors). Section 6.2 ("Licensor's Responsibilities") shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

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

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

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 is available by telephone, e-mail, or internet support forum from 5:00 am to 7:00 pm Mountain time, Monday through Friday, except for federal holidays. 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. Any member of the PUBLIC DEFENDER's Information Technology team is recognized as an Application Administrator of PUBLIC DEFENDER for support purposes.

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

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit A-1-B ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

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

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

3.4 Other Support. Services that go beyond routine Support may be provided 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 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transaction 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

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

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

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

6.3 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.

Exhibit A-1-A
LICENSE, MAINTENANCE AND SUPPORT FEES
eDefender®

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

2. Annual eDefender License, Maintenance and Support Fees: \$100,000 (and adjusted for any CPI increase after the first year as set forth below), which includes:

(a) Licensed Software licenses for up to 141 agency Users (i.e., Users identified in clause (a) of the definition of "User" in Section 1.12).

For a total of 141 User licenses.

The pricing above takes into account the combined billing approach utilized as part of a separate, preexisting agreement between Licensor and Santa Barbara County on behalf of its DISTRICT ATTORNEY, under which the DISTRICT ATTORNEY's first User license is treated as the 66th license for billing purposes against the pricing schedule below, based on the PUBLIC DEFENDER's then-current number of users when the DISTRICT ATTORNEY agreement was signed.

The PUBLIC DEFENDER shall likewise receive the benefit of this combined billing model, as follows:

(i) As stipulated in the separate County agreement on behalf of the DISTRICT ATTORNEY, the PUBLIC DEFENDER shall be responsible to pay for the first sixty-five (65) User licenses at the standard pricing, according to the first two tiers of the pricing schedule below;

(ii) For the PUBLIC DEFENDER's remaining User licenses (current seventy-six (76) additional, for a total of 141), Licensor shall first count the then-current total of the DISTRICT ATTORNEY'S User licenses (*currently 228*) and then use the applicable pricing tier for the PUBLIC DEFENDER's remaining User licenses.

To illustrate, for the first year of the License Term:

Public Defender User licenses	Per-license rate	Total
1-50	\$1,000	\$50,000
51-65	\$800	\$12,000
66-141 (<i>treated as licenses 294-369 per the pricing table</i>)	\$500	\$38,000

PUBLIC DEFENDER may increase the number of named users at any time upon written notice to CONTRACTOR, which shall be promptly followed by payment reflecting the increased license and maintenance fees, calculated according to this Attachment 1 and pro-rated for any partial year:

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

*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 Consumer Price Index (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, not to exceed 4% per year. The applicable CPI adjustment indicator shall be the Consumer Price Index for All Urban Consumers (CPI-U) for [Los Angeles-Long Beach-Anaheim, which may be found at the following website under the following search criteria:

<https://www.bls.gov/regions/west/news-release/consumerpriceindex losangeles.htm>

The references to the County's separate District Attorney agreement in this Exhibit A-1-A are included solely to describe the agreed combined-user pricing methodology and do not incorporate the District Attorney agreement into this Agreement or grant any rights or obligations to or from the District Attorney.

Exhibit A-1-B
SAMPLE MINIMUM SYSTEM REQUIREMENTS

EXHIBIT A-2

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 Santa Barbara Office of the Public Defender (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 **Go Live** has the meaning ascribed to such term in the License Agreement.

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

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

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

1.6 **Service Fees** means the fees to be paid by Client for Services, as set forth in any subsequent Statement of Work for additional Services.

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

1.8 **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, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

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

2.3 Procedure for Agreement upon Statements of Work.

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

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

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

2.4 Journal Technologies' Employees and Subcontractors; 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

2.5 Status Reporting. When providing Services, Journal Technologies will provide reasonable status reports to Client upon request.

2.6 Status Meetings. When providing Services, if Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.7 Go Live. If a subsequent Statement of Work contemplates a production release or Go Live event for new functionality, then upon the occurrence of any such Go Live for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.8 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this 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 Exhibit A-1, Software License, Maintenance, and Support Agreement.

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 Exhibit A-2 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 Exhibit A-1, Software License, Maintenance, and Support Agreement.

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 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. Payment for all Services Fees engaged hereunder shall be tendered as specified in the applicable subsequent Statement of Work. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client. Client shall have right to accounting of any Service Fees related to sale, use, excise or taxes.

5. 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, 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.

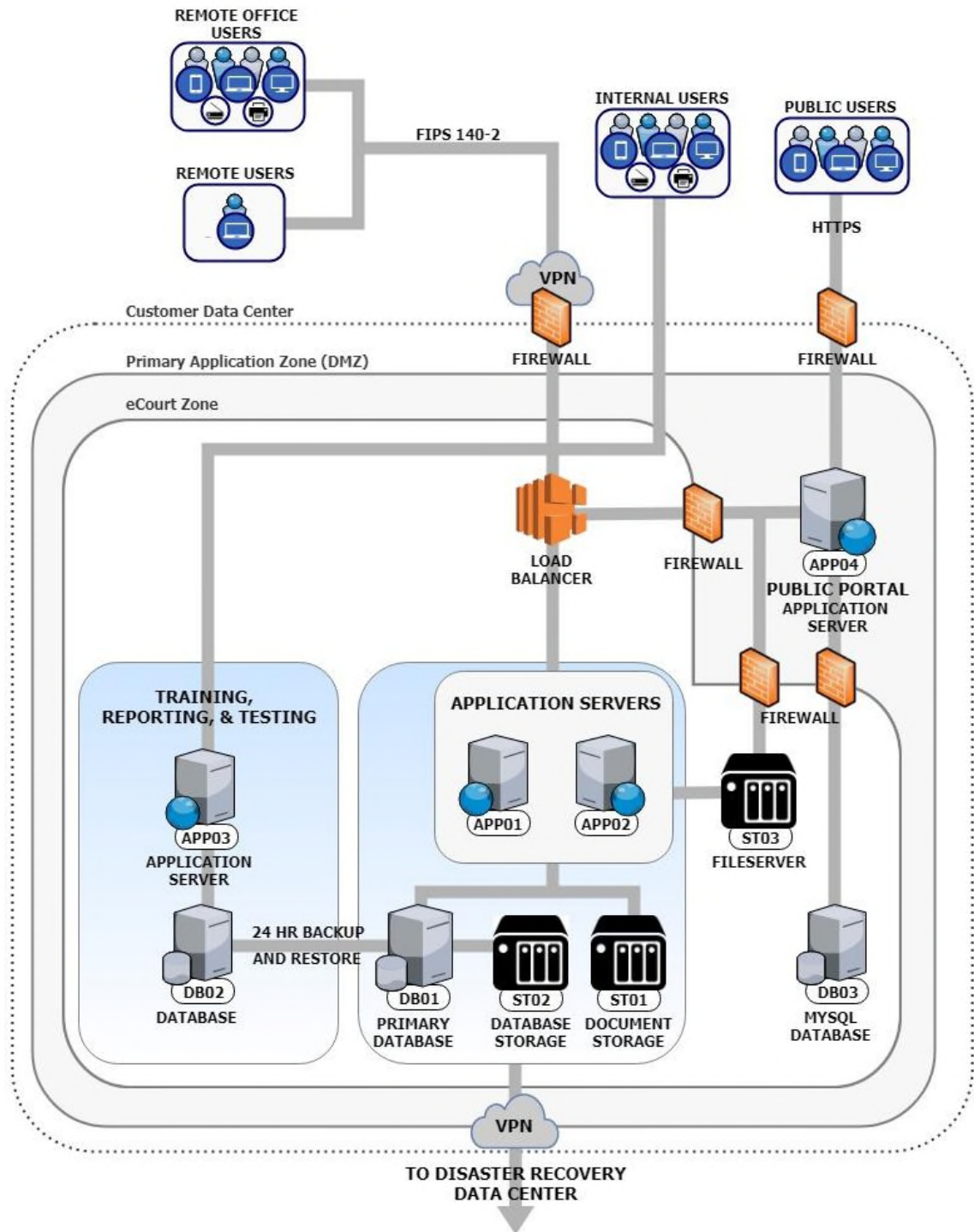
6.2 Journal Technologies' Responsibilities. Journal Technologies hereby

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 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.

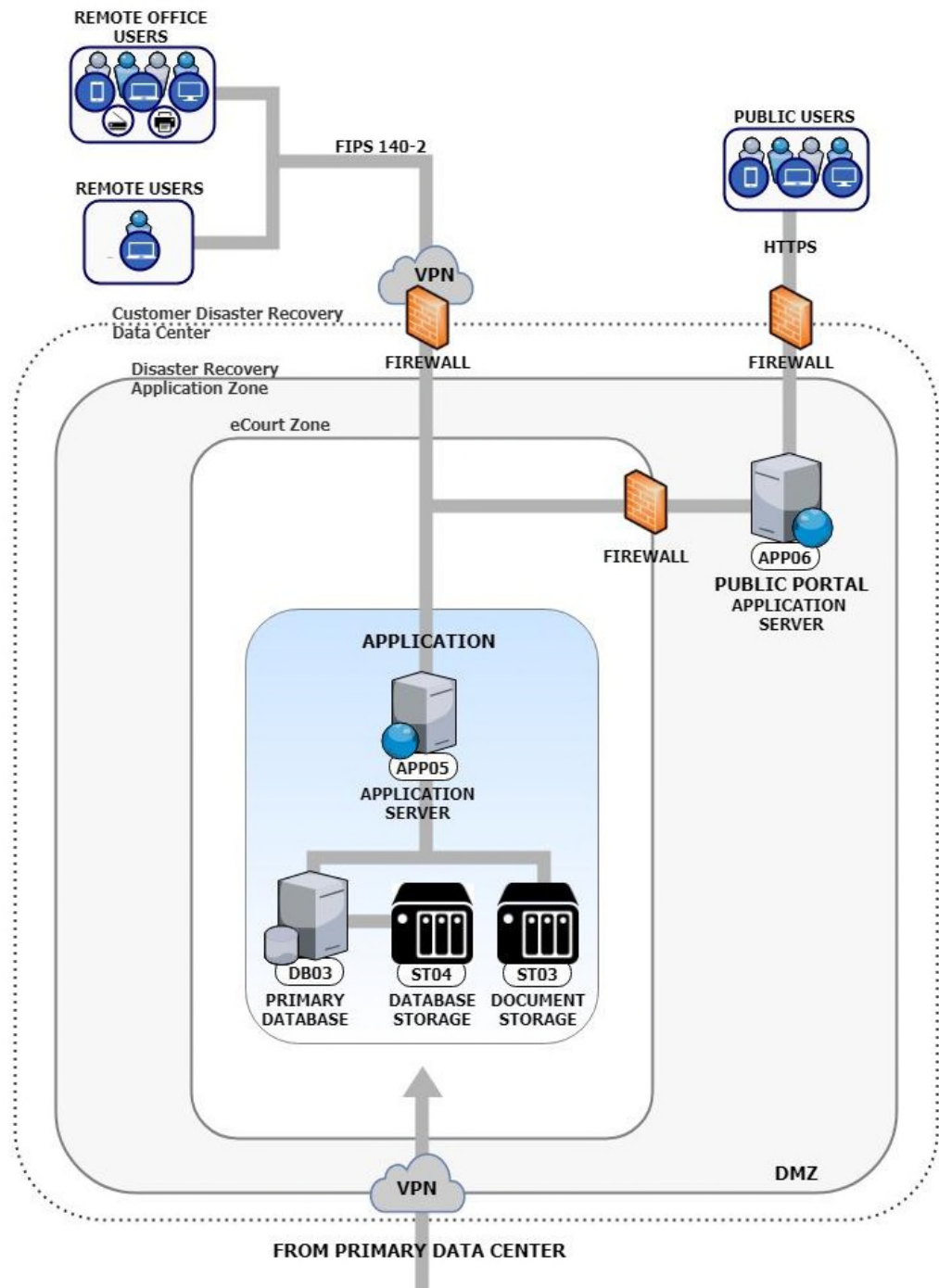
EXHIBIT B
SAMPLE MINIMAL SYSTEM REQUIREMENTS
Customer On-Premise - Primary

(51-500 user)



Customer On-Premise - Disaster Recovery

(Off-site)



Data Centers
Sample Hardware/Software Manifest

- *APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Hazelcast
- *APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
 - MS Windows Server 2016
 - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
 - MS Windows Server 2016
 - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
 - 1 TB for Documents
 - 500 GB for app server data
 - 100 GB for config mgmt data
 - 500 GB for report server data
- ST02 - Database storage device with
 - 1 TB for DB
- ST03 - Document/app server storage device with
 - 1 TB for Documents
 - 500 GB for app server data
 - 100 GB for config mgmt data
 - 500 GB for report server data
- ST04 - Database storage device with
 - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.

Exhibit C - Indemnification and Insurance Requirements

(For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising from the negligence or willful misconduct of CONTRACTOR in the performance of this Agreement, but does not apply to the COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form HG 00 01 0916 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.**
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken

by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** - COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** - For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** - CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** - Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** - Unless otherwise approved by Risk Management,

insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** - CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** - In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** - CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** - If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** - COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibit C - Support Agreement

1. MAINTENANCE AND SUPPORT SERVICES

- 1.1. Maintenance and support services shall be provided by CONTRACTOR pursuant to the terms of this Agreement, subject to the COUNTY's performance of its obligations under the Software License, Maintenance and Support Agreement with CONTRACTOR including, without limitation, payment of all fees due thereunder pursuant to Exhibit A-1 and Exhibit A-1-A.
 - 1.1.1. CONTRACTOR shall provide ad hoc support services for annual system and/or application support.
 - 1.1.2. Ad hoc support covers any additional support, updates, and changes that PUBLIC DEFENDER may acquire through a change order during the Agreement maintenance and support period, as long as the updates and changes are performed or reviewed by CONTRACTOR.
- 1.2. Public Defender Hours. PUBLIC DEFENDER operates 24/7. Staff hours are from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday.
- 1.3. Support Hours. CONTRACTOR shall provide first-line support from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday. CONTRACTOR shall respond (i) immediately to issues raised via phone, and (ii) within four (4) hours to issues raised via e-mail or customer support portal (ZenDesk), in each case provided the request was initiated by an Application Administrator before 4:00 p.m. PST Monday through Friday.
- 1.4. After-Hours Support. CONTRACTOR shall provide an after-hours support number to call from 5:01 p.m. to 7:59 a.m. PST on Monday through Friday and on Saturdays, Sundays, and major holidays, for assistance with emergency (i.e., system wide outage) situations.
- 1.5. Public Defender Authorized Agents. Any member of the PUBLIC DEFENDER's Information Technology team designated by the COUNTY to be responsible for managing the Case Management System and for initial handling end-user support tickets (an "Application Administrator") is recognized as an agent of PUBLIC DEFENDER for support purposes.
- 1.6. Escalation Process. During normal support hours, CONTRACTOR shall provide COUNTY with at least one Named Primary Account Manager. COUNTY's Named Primary Account Manager shall be the point of contact at CONTRACTOR for COUNTY-approved support personnel working to resolve issues with the system during the support period. When COUNTY's Named Primary Account Manager is unavailable due to on-call rotations or days off, one or more temporary replacement points of contact shall be available to COUNTY.

- 1.7. Resolution. Resolution is a mutually agreed upon condition where a) the problem has been satisfactorily resolved; or b) a satisfactory work-around procedure has been identified and implemented. Resolution may also include transitioning the request into the change control process for review.
- 1.8. Support Case Closure. Support cases cannot be closed without approval of an Application Administrator. A CONTRACTOR software support representative must contact the initiator of the case to ensure the resolution is satisfactory. Upon verification of successful resolution from COUNTY, the software support representative will ask permission to close the case. If agreed, the nominated support contact will then receive email confirmation that the case has been closed.
- 1.9. Record database. Information from closed cases will be added to a historical record database. Any documentation or correction notes will be added to the historical database if needed.
- 1.10. Reporting. CONTRACTOR shall provide PUBLIC DEFENDER with monthly reports of cases opened, resolved, and still pending.
- 1.11. Service Level Agreement Response Times.

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

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

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

Priority Level	Response Goal (Phone)	Response Goal (Email/Portal)	Resolution Target
1 – Critical	Immediate	4 business hours	Within 24 - 48 hours upon verification of steps to reproduce issue
2 – High	Immediate	4 business hours	Within 30 days upon verification of steps to reproduce issue
3 – Medium	Immediate	8 business hours	Within a future release, upon verification of steps to reproduce issue
4 – Low	Immediate	16 business hours	Within a future release, upon verification of steps to reproduce issue

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

Resolution Target does not include any time period(s) during which CONTRACTOR is waiting on information, clarification or task completion by Customer. The tracking of such time period(s) is the responsibility of the CONTRACTOR and where applicable, needs to be logged in JIRA.