



PROFESSIONAL SERVICES **AGREEMENT**

This Professional Services Agreement made this 2nd day of January 2018, (the "Agreement") by and between JANO Technologies Inc, DBA JANO Justice Systems, Inc., a Mississippi corporation (hereinafter referred to as "JANO"), with its principal office located at 4798 McWillie Drive, Jackson, Mississippi, 39206 and the Vermilion County Clerk of the Circuit Court (hereinafter collectively referred to as the "Customer") with its principal office located at 6 North Vermilion Street, Danville, IL 61832.

RECITALS:

Whereas, JANO and Customer have entered into a Software License Agreement for the CLERICUS MAGNUS software program, Integrated Court Module; and

Whereas, JANO desires to provide and Customer desires to receive services necessary to implement the Integrated Court Module of CLERICUS MAGNUS, including project management, data conversion, training and other services (the "Professional Services");

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

A. General. In this Agreement, the following terms shall have the following meanings:

1. **Licensed Program(s).** The term "Licensed Programs" or "Licensed Program" refers to the JANO computer program, including source code, commonly known as CLERICUS MAGNUS Integrated Justice Information System, including the Integrated Court module.
2. **Associated Documentation.** The term "Associated Documentation" refers to any written materials relating to any Licensed Program including, without limitation, installation instructions, operating service manuals, and training materials provided by JANO in connection with any Licensed Program.
3. **Software.** The term "Software" refers to the Licensed Programs and Associated Documentation and any corrections, modifications, additions, revisions, or enhancements of the Software and provided to Customer pursuant to this Agreement and the Software License Agreement.

B. JANO Responsibilities. JANO shall use available resources to provide the professional services outlined in Exhibit A of this agreement. JANO will charge its prevailing hourly rate of \$132.50 per hour to execute these services



1. **Project Estimate:** JANO has estimated the total hours needed to complete the projects outlined in Exhibit A. The estimated cost to customer for these services is \$106,500.00. If, for any reason, the total cost for these services will significantly exceed this estimate, JANO will alert the Customer, and must gain written approval to proceed.
2. **Unauthorized use of Customer's data.** JANO acknowledges that all data that is the subject of the data conversion or migration referred to in this Agreement is the sole property of Customer. Accordingly, JANO shall take all steps reasonably necessary to prevent any unauthorized use or disclosure of the data or any portion thereof by its employees, contractors or other authorized representatives.
3. **Travel & Out of Pocket Expenses.** Where a JANO employee or contractor is required to travel in the performances of his/her duties and obligations under the terms of this Agreement, Customer will pay for reasonable and actual travel expenses. This includes airfare, mileage, food, out of pocket expenses and lodging. JANO will provide a detailed monthly invoice describing the expense.

C. Customer Responsibilities

1. **Access.** Customer agrees to provide JANO employees and contractors access to Customer data hardware, software, available documentation for the purpose of providing the services described in Exhibit A
2. **Payment.** Customer agrees to pay a deposit of 68% of the total estimated fees upon signing, and then the completion including all actual fees incurred at the conclusion of this agreement. Payment for this invoice is due upon receipt of the invoice.

D. **Term.** The term of this Agreement shall begin on the date of execution of the Agreement and end upon mutually agreed completion of the services described in Exhibit A, not to exceed 24 months from the date and signing of this agreement



E. Notices. All notices pursuant to this Agreement shall be deemed effective when delivered physically or electronically to the contact information below when deposited in the U.S. Mail, and sent certified, return receipt requested, or when sent via facsimile, transmission confirmed, to the following:

If to Customer: Vermilion County Circuit Clerk
Attn: Dennis Gardner
6 North Vermilion Street
Danville, IL 61832
dgardner@vercounty.org

If to JANO: Vasco Bridges III, CEO
Jano Technologies, Inc.
4798 McWillie Road, Suite D
Jackson, MS 39206
nosab@janojustice.com

F. Assignment. Neither party shall assign or in any other manner transfer or convey this Agreement, or any rights granted to Customer under this Agreement, without the prior written consent of the other party.

G. Amendment. This agreement may be amended only in a writing signed by both JANO and Customer.

H. Severability. Should any provision of this agreement be deemed by a court having jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed valid and enforceable and shall remain in full force and effect.

I. Waiver. Any waiver by a party of any breach of any term, covenant or condition of this Agreement shall not be deemed to constitute the waiver of any further breach of such term, covenant or condition or the waiver of any other term, covenant or condition of this Agreement.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no party has made any representation, oral or written, with respect to the subject matter of this Agreement, except as specifically set forth herein.

K. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their personal representatives, successors, and assigns.

N. Applicable Law. This Agreement shall be construed in accordance with, and any and all disputes arising out of or in connection with this Agreement shall be governed by, the laws of the State of Illinois.




O. Relationship of the Parties. The parties acknowledge and agree that JANO is an independent contractor hired by the customer. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees and contractors. Further, each party shall be responsible for Workers' Compensation coverage for its own personnel. Further, JANO represents and warrants that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform under this Agreement.

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

CUSTOMER

By 
Date: 3/19/21
The Honorable Melissa Quick
Clerk of the Circuit Court
Vermilion County, IL

JANO1

By 
Date: March 17, 2021
Vasco L. Bridges, III
CEO, JANO Technologies

**EXHIBIT A:**

This exhibit outlines the professional services JANO will perform for Customer. Any professional services in this agreement are limited to the completion of the projects outlined in the table below.

Project Name	Project Description	Estimated Hours	Estimated Cost
Project Management	<ul style="list-style-type: none">- Project Management- Overall consultation and communication- Implementation	250 hours	\$33,125
Application & Administrator Training	<ul style="list-style-type: none">- Training of the Application Administrator on how to manage the software- Software Installation and Set Up- User Education and Training-Scanner Training	150 Hours	\$19,875
Data Migration and Support	Migrating the appropriate case data from the legacy system (Goodin JIMS) into the CLERICUS MAGNUS system	300 hours	\$0
Installation, site preparation, system integration and testing			\$50,000
Travel and Other Expenses			\$3,500
TOTAL:		950 Hours	\$106,500

Deposit Due on Signing (68%): \$69,024.80

The estimated hours and expenses tied to each project are considered an estimate only, and will be used for neither billing nor evaluative purposes. Customer will be billed on actual hours and expenses only.

If, for some reason, the total number of hours required to complete a project will significantly exceed the estimate, JANO will obtain expressed written consent from Customer before completing the project.