

**JANO TECHNOLOGIES, INC.
SOFTWARE LICENSE AGREEMENT**

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

Whereas, Customer is desirous of implementing an integrated comprehensive justice information system to improve Customer's court operations with specific emphasis on distributing and managing case information across Customer's various courts and related agencies and departments; and

Whereas, the parties shall enter into a Professional Services Agreement and Program Maintenance Agreement which will provide for training, assistance and support necessary to implement and maintain the Software (as defined below).

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

1. **Definitions.** In this Agreement, the following terms shall have the following meanings, unless the context otherwise requires:

a. **Licensed Program(s).** The term "Licensed Programs" or "Licensed Program" refers to the JANO computer program, including source code, commonly known as the **CLERICUS MAGNUS** Integrated Justice Information System and which includes those modules and features listed in Exhibit A, attached hereto and incorporated herein.

b. **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.

c. **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.

d. **Installation Date.** The term "Installation Date" shall refer to the date upon which JANO gives Customer written notice that the Licensed Programs are installed on the server Series platform including installation on all new and existing PCs.

g. **Customer.** "Customer" shall refer to Vermilion County Clerk of the Circuit Court.

h. Designated Server. Unless otherwise specified, "Server" shall refer to the IBM Power 8 server that has been previously purchased by Customer and is located at the Office of the Vermilion County Circuit Clerk. This server has been identified as running the following operating system: IBM i Series V7R2M0

2. Grant of License. JANO hereby grants to Customer, and Customer hereby accepts from JANO, subject to the provisions of this Agreement, a nontransferable, non-exclusive license to use the Software.

3. Term. Subject to paragraph 22 below, the term of this Agreement shall be perpetual.

4. Software Options. In addition to the software features and functionality identified in Exhibit A, Customer has the option of licensing additional modules of the CLERICUS MAGNUS software in the future. Fees for additional modules will be negotiated at the time of upgrade/purchase.

5. Fee. Customer shall pay to JANO for the license granted to Customer by JANO under this Agreement, the sum of \$387,559.12. The payments are to be made as follows over a 5 year period:

Total for the Integrated Court Module for the Vermilion County Circuit Clerk: \$244,446.06

- Upon signing of this document: \$58,000
- July 1, 2019: \$60,199.60
- July 1, 2020: \$42,082.15
- July 1, 2021: \$42,082.15
- July 1, 2022: \$42,082.15

Total for the Prosecutor III Module for the Vermilion County States Attorney: \$121,302.24 due in its entirety upon signing this document.

Total for the PDII Module for the Vermilion County Public Defender: \$21,810.82 due in its entirety upon signing this document.

JANO, on the customer's behalf, will also acquire any third-party software that is required to run and manage the CLERICUS MAGNUS software. This includes software from Real Vision Imaging, Profound Labs and other vendors. JANO estimates the total cost of this software will be \$25,000, but this price may fluctuate based on market rates. JANO will only charge the customer market rates for the software, plus a 20% software acquisition fee. Payment for this software will be made at the signing of this contract, but JANO will rebate/charge any differences one year after signing.

6. Use of Licensed Programs. The license granted by JANO to Customer under this Agreement shall authorize Customer to use the Licensed Programs only on the Designated Server. Customer may have an unlimited number of concurrent users of the Software.

7. Installation. The Licensed Programs shall be installed on the Designated Server and the Associated Documentation delivered to Customer or Customer's Project Manager after receipt by JANO of the initial payment of the license fee as provided in paragraph 5.2. The specific installation services and training to be provided by JANO shall be determined solely between Customer and JANO and are detailed in a separate Professional Services Agreement which shall be executed by the parties in furtherance of JANO's obligations under this Agreement.

8. Proprietary Rights and Source Code. Customer expressly agrees and acknowledges that the Software is the valuable property of JANO. Customer, by this Agreement, is only authorized to use the Software in the manner provided.

Customer shall take all steps reasonably necessary to protect the Software at all times as the confidential property of JANO. Customer shall not remove, alter, cover or in any manner obliterate any copyright, trademark or other proprietary rights, notice or markings on the Software or any portion thereof. Customer shall reproduce and include on any whole or partial copy of the Software or any portion thereof, including any whole or partial copy included in a modification of any Licensed Program, any and all copyright, trademark and other proprietary rights, notices or markings.

If as a result of program error, program defect or if a need arises to modify the application software in order for the Customer's Licensed Programs to function, Vermilion County Circuit Clerk's Staff or its designee shall have access to review and alter the source code provided a separate Program Maintenance Agreement between JANO and Customer is in force, and either of the following conditions have been met:

1. Customer has made repeated and reasonable attempts to contact JANO and JANO has failed to respond within 2 business days. Reasonable attempts to contact JANO shall include but not be limited to the following:
2. After 30 continuous days, JANO has failed to make the necessary corrections in the Licensed Programs to Customer's satisfaction.

Customer agrees that it will not, without the prior written consent of JANO, which consent shall not be unreasonably withheld nor shall any fee be associated with obtaining such consent:

1. Sell, lease, loan, license, sublicense, assign or transfer, for or without consideration, all or any part of the Software or its rights under this Agreement to any person or entity other than to any subsidiary, division or other affiliate of Customer, in which case the Customer shall not be released from any of its obligations hereunder and such permitted assignee shall execute in writing a document under which it assumes the obligations of the Customer under and becomes bound by the terms and conditions of this Agreement;

2. Copy, reproduce or otherwise duplicate all or any part of the software other than in connection with the use of the Customer's information system as expressly permitted hereunder;

3. Create or attempt to create, or engage others to create or attempt to create, by reverse engineering or otherwise, all or any part of JANO' CLERICUS MAGNUS system source code.

4. The CLERICUS MAGNUS system source code shall be kept in a secure place under access and use restrictions not less stringent than those restrictions, imposed upon the Vermilion County Circuit Clerk's most valuable and sensitive information.

9. Disclosure of Software. Except as otherwise provided in this paragraph 8, Customer shall not in any manner disclose the Software, or any portion thereof, to any person, firm or organization. Customer shall have the right to disclose the Software to Customer's information technology personnel as required to make modifications as described in paragraph 9 of this Agreement, provided that Customer takes all steps reasonably necessary to prevent such personnel from making any unauthorized use or disclosure of the Software or any portion thereof.

10. Modification of Software. Subject to the restrictions provided in this paragraph 9, Customer shall have the right to modify any Licensed Program, or any portion thereof, to suit Customer's business information technology needs. Except as provided in a Program Maintenance Agreement to be entered into between JANO and Customer, the Customer assumes all maintenance requirements and all associated costs for any such modifications to the Licensed Programs. Any modified version of any Licensed Program shall be subject to the provisions of this Agreement. Upon the termination of this Agreement, the Licensed Programs portion or portions of any modified version shall be removed therefrom and immediately returned to JANO as provided in paragraph 12. Unless an agreement in writing stating otherwise is executed by JANO, all proprietary rights in any modifications of the Licensed Programs made by the Customer remain the property of JANO and are subject to paragraph 7 of this Agreement.

11. Notices. Any notices given pursuant to this Agreement shall be deemed effective when sent by certified mail, return receipt requested, or when sent via facsimile, transmission confirmed, to the following:

If to Customer:

Vermilion County Clerk of the Circuit Court
Attn.: Dennis Gardner
6 North Vermilion Street
Danville, IL 61832

If to JANO:

Vasco Bridges, CEO
Jano Technologies, Inc.
4798 McWillie Road, Suite D
Jackson, MS 39206

12. Prohibitions. Unless otherwise expressly agreed in writing, Customer shall not in any manner use any of the Licensed Programs in a service bureau, time-sharing, interactive cable television, multiple central processing unit, or grant any right, title or interest, whether by sublicense lease or other means in or to the Software to any person, firm, or organization, or make any modifications of any of the Software for incompatible computer hardware equipment, or make any telecommunication data transmissions of any of the Software. Customer shall maintain the Software at all times free and clear of any and all liens, encumbrances and security interests.

13. Return of Software. Except as provided for in this Agreement, upon the termination of this Agreement, any and all right granted to Customer by JANO under this Agreement shall immediately terminate. Customer shall cease using the Software and Customer shall at Customer's expense immediately return any and all Software to JANO along with any and all copies of the Software or any portion thereof and any modified version of any Licensed Program.

14. Limited warranty. JANO warrants that the Software shall conform to the statements published in JANO' marketing material and will perform as intended in accordance with said documents. JANO shall maintain the Software as provided in the Program Maintenance Agreement for so long as such agreement is in full force and effect. The warranty set forth herein is exclusive to Customer and JANO.

JANO shall supply certain software, manufactured by and/or authored by third parties ("Third Party Goods"), that is warranted solely by the manufacturer and/or the author. JANO will provide Customer with the information to register any such warranties, if they exist, in Customer's name, but, except as to their impact upon the performance of Licensed Programs, JANO does not warrant the Third Party Goods.

JANO acknowledges and warrants that it is responsible for interfacing the Third Party Goods with the Licensed Programs such that the Licensed Programs will meet the warranties made by JANO and that JANO' failure to do so is a material breach of this Agreement.

15. Taxes. Customer shall be responsible for payment of any and all applicable federal, state and local taxes in connection with the Software.

16. Enhancements. JANO may from time to time produce modifications, additions or revisions in connection with the Software for the purpose of improving the Software. The Customer's use of the source code to make modifications to the Licensed Programs may impact the Customer's ability to utilize enhancements produced by JANO and the Customer is solely responsible for all costs required to make modifications to enable the Customer to utilize such enhancements.

18. Responsibilities of Customer. Customer shall be solely responsible for supervision, management and control of Customer's use of the Software.

19. Computer hardware. JANO assumes no responsibility for any modifications made by the Customer and in particular, but not limited to, any modifications to the Licensed Programs to make the Licensed Programs compatible with hardware other than the designated units referred to in paragraph 5 of this Agreement.

20. Survival of obligations and remedies regarding proprietary rights. The obligations and remedies of the parties with respect to protection of JANO' proprietary rights shall survive the expiration or sooner termination of this Agreement.

21. Patent, copyright and trademark indemnification. Subject to the limitations provided in this paragraph 20, JANO shall defend at JANO's expense, including costs, expenses and reasonable attorney fees, any legal action brought against Customer to the extent that said action is based upon a claim that the Software as used within the scope of this Agreement, infringes a patent, copyright, trademark or other proprietary rights of third parties. To the extent of the total amount of any license fees paid by Customer to JANO for the development and implementation of the comprehensive Integrated Justice Information System, JANO will pay any damages finally awarded against Customer in any action attributable to such claims provided that Customer notifies JANO promptly in writing of the claim and JANO is allowed to fully participate in the defense and/or agrees to any settlement of such claim.

If the Licensed Programs or Associated Documentation or any portion of either, becomes the subject of a claim of infringement, JANO, at its option, may procure for Customer the right to continue using the Licensed Programs and Associated Documentation or replace or modify them for Customer to eliminate the infringement. JANO shall have no liability whatsoever in connection with any claim of infringement based on the use by Customer of other than the latest, unmodified release of the Licensed Program or Associated Documentation from JANO, if such infringement would have been avoided by the use of the latest release.

22. Termination. In the event of a material breach of this Agreement by a party, the other party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. A "material breach" is defined as any failure by a party to perform in accordance with the terms of this Agreement. The notice provided herein shall set forth the reason for the termination and allow the party receiving the notice a period of thirty (30) days to cure said breach. In the absence of a cure that will satisfy the terms of this Agreement, this Agreement shall terminate. Should this Agreement terminate because of a material breach, Customer shall have access to the source code as provided in paragraph 7(a) above.

23. **Acceptance by JANO.** This Agreement shall not bind JANO until it has been accepted by JANO. This Agreement shall not be deemed to be accepted by JANO until it has been fully executed by Customer and JANO.

24. **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.

25. **Amendment.** This Agreement may be amended only in a writing signed by both JANO and Customer.

26. **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.

27. **Waiver.** Any waiver by any 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.

28. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Neither of the parties has made any representation, oral or written, with respect to the subject matter of this Agreement or any representation inducing the execution and/or delivery of this Agreement, except as specifically set forth herein. Each of the parties also agrees and acknowledges that each party has relied on his, her or its own judgment entering into this Agreement.

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

30. **Applicable Law and Venue.** 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. In the event any party commences any legal or equitable action or proceeding to enforce the provisions of this Agreement or to seek damages as a result of the breach of this Agreement, such action or proceeding shall be brought in the Vermilion County Circuit Court or the United States District Court, Northern District of Illinois.

31. **No Solicitation.** For two (2) years from the date of execution of this Agreement, JANO and Customer agree not to solicit or hire employees of the other without the other's prior written consent.

32. **Enforcement Costs.** In the event JANO or Customer use any form of legal action, including alternative dispute resolution, to enforce the provisions of this Agreement, each side will bear their own attorney fees and costs

33. **Paragraph headings.** Paragraph headings have been used in this Agreement primarily for convenience. If any heading conflicts with the text in the construction of this Agreement, the text shall control.

34. **JANO Representations and Warranties.** JANO warrants and represents that the Software which is the subject of this Agreement was created and is owned by JANO, and JANO has no reason to believe that the Software, in whole or in part, may infringe the patents, copyrights, trademarks, trade secrets or other proprietary rights of third parties, and JANO has authority to enter into this Agreement with Customer and to perform all obligations hereunder, including, but not limited to, the grant of a license and rights in the Software and all proprietary rights based on said Software.

35. **Relationship of the Parties.** The parties acknowledge and agree that JANO is an independent contractor. 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. 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.

36. **Confidentiality of Customer Information.** JANO acknowledges that it may have access to confidential information of Customer because of its access to Customer's records. JANO shall not use or review any written or verbal information which, by its nature and under the circumstances is confidential, including, but not limited to, information in court files such as name, addresses, nature of the matter, and any other information Customer deems confidential and notifies JANO of same.

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

CUSTOMER

By 

Date: 3/18/21

The Honorable Melissa Quick
Clerk of the Circuit Court
Vermilion County, Illinois

JANO

By 

Date: March 17, 2021

Vasco L. Bridges, III
CEO, JANO Technologies

EXHIBIT A

List of features and functionality for CLERICUS MAGNUS

Integrated Court System for the Vermilion County Circuit Clerk

Module/ Feature	Description
Court Case Management	Case Load Management, Case Flow Management, Schedule Management for Civil, Criminal & Traffic. Includes File & Evidence Tracking, auto-docketing, Object Tracking, Mail Pay
JANO Accounting Module	Point of Sale, Daily Batch, Updating/Management, Check Printing, Correction Functions
Juvenile and Child Support (Including SDU Interface)	Includes special processes for juvenile cases, impounded cases and Child Support payments
Document Management with 1st Gen Scanning	Single station scanning and document archiving system
Warrant, Process and Charging Documents	Uses the language from the Illinois Uniform Complaint Book for customizable warrants. Uses the Case information and Charges from the Case to create a charging document that is customized and standardized for your office. Includes Intake management, warrant status and service management.
Integrated Reporting for State of IL	ADR, One click reporting to AOIC, Secretary of State, Illinois State Police
Advanced File Format Support	Support for import of JPG, MOV, Sound, PDF files
4G Processing	Method to store the office copy of all outbound documents, Document Creation à File Stamp à Routing, Eliminates Scanning, Paper handling, Physical Storage, Administrator sets up what documents are captured
3G Integrated Imaging & Document Management	Reduce the Paper Shuffle Access from anywhere on the County Network that you designate Scan à Assign/Route à Manage Graphs of "What is to be Indexed"
Document Archiving Support	Export Document Images to be sent to microfilm and import scanned closed case files en masse. Designed to work with Kodak scanner and Source HOV
Traffic Ticket Scanning	Scan traffic without patch sheets and auto-index
MS Word Interface for Input & Output Documents	Over 1750 Variables from the Case data Input Documents: Entire text of the document including variables is saved to the case notes Output Documents: Document that can be printed and sent outside of the office
eMagnus Multicourt	Allows inquiry of court case data from multiple databases in multiple counties on one screen in a managed, subscription-based environment
Magnus ePay, with eGuilty support	Electronic Payments via internet and other areas are automatically posted to the case. Includes Toll-free telephone payments available. JANO manages the details: Direct Customer Support for citizens, Guarantee all payments after processing (including Chargebacks), Pays all transaction fees
eMAGNUS Lite With Docket Sheet	Free-to-user case inquiry embedded into county websites for seamless, simple case inquiry
eCitations	Receives data and image of citation, initiates the case as if deputy clerk user performed the data entry, Indexes the image of the citations, utilizes Industry standard XML, support for multiple eCitations Vendors

eFile IL Integration

Integration with the EfileIL Statewide Electronic File Manager

eMAGNUS Calendar

Automatically send an email to all of the attorney(s) on the court case when the case has been set for court hearing/trial. The email will contain the court date, time, court room, judge and a description of the court event and the case caption. By attaching an iCalendar file to each email.

eCollections Integration - Credit Collection Partners

Single Click – send cases to collections in groups or by individual case, Two way Integration ensures case data and balances are updated on all systems to avoid duplicate payments, Zero data-entry.

iOP*

iOP is a web site where petitioners seeking an order of protection from the court can electronically complete the standard State of Illinois order of protection form. Once the form has been completed and the petitioner has electronically affixed their signature to the form, hardcopies of the form is automatically printed and the electronic form is routed to the iOP clerk's 4G Queue for review.

iOrders for Lawyers*

Allows for a lawyer to generate order, and a judge to rule on the motion.

iWarrant*

iWarrants manages all process documents (criminal and civil) from document origination to execution by the court to service by the arresting agency to electronically moving the warrant data to LEADS

iIdentify

iIdentify is JANO's Identity Management System for Judges, ASAs, POs and PDs. There is a separate site for each module with almost identical functionality.

iXChange (4 modules)

By Agreement, Documents can be generated by one module and then moved to another module to exchange information. Cost depends on number of modules sharing data and document images

Illinois circuit clerk information center (ICCIC)

Allows the clerk and/or SAO to view criminal histories from multiple counties (including non-JANO)
Collating our criminal history with Illinois State Police and DuPage County's aggregation. Shows dispositions reported to the ISP as well as pending cases in participating counties. Appended to the end of our normal criminal history

PDII System for the Vermilion County Public Defender

Module/ Feature	Description
Advanced File Format Support	Support for import of JPG, MOV, Sound, PDF files
4G Processing	Method to store the office copy of all outbound documents, Document Creation à File Stamp à Routing, Eliminates Scanning, Paper handling, Physical Storage, Administrator sets up what documents are captured
3G Integrated Imaging & Document Management	Reduce the Paper Shuffle Access from anywhere on the County Network that you designate Scan à Assign/Route à Manage Graphs of "What is to be Indexed"
MS Word Interface for Input & Output Documents	Over 1750 Variables from the Case data Input Documents: Entire text of the document including variables is saved to the case notes Output Documents: Document that can be printed and sent outside of the office

Prosecutor III System for the Vermilion County States Attorney

Module/ Feature	Description
Court Case Management	Intake Management, Automatic Case Note Entries, Support for all Court Services Program, Case Management Options, Schedule Management Statistical Reporting, Unique Screen Views
iWarrant*	SAO staff will generate service document (existing process) From MS Word, SAO staff will 'route to judge' Judge will review warrant from Judge Warrant Queue* If Judge approves: Document will be 4G'd Data and document move to JANO DPM module
iIdentify	iIdentify is JANO's Identity Management System for Judges, ASAs, POs and PDs. There is a separate site for each module with almost identical functionality.
iCharge	Move charging documents seamlessly and electronically from the SAO to the clerk.
Auto Discovery	Collects all Documents that are attached to a case Places these documents into a single PDF file to be sent for Discovery Allows for an exclusion list for documents that are not discoverable
Auto Arrest Report	Police Agency Places their Document on the Server Each Agency has their own designated and secure folder/directory The program will pick up the document and attach it to all cases with this police report number A fully automatic process
Advanced File Format Support	Support for import of JPG, MOV, Sound, PDF files
4G Processing	Method to store the office copy of all outbound documents, Document Creation à File Stamp à Routing, Eliminates Scanning, Paper handling, Physical Storage, Administrator sets up what documents are captured
3G Integrated Imaging & Document Management	Reduce the Paper Shuffle Access from anywhere on the County Network that you designate Scan à Assign/Route à Manage Graphs of "What is to be Indexed"
MS Word Interface for Input & Output Documents	Over 1750 Variables from the Case data Input Documents: Entire text of the document including variables is saved to the case notes Output Documents: Document that can be printed and sent outside of the office
iXChange (4 modules)	By Agreement, Documents can be generated by one module and then moved to another module to exchange information. Cost depends on number of modules sharing data and document images