LICENSED PROGRAM MAINTENANCE AGREEMENT

Effective Date: January 2, 2017

Name of Licensed Program and Description	Source Code Incl.?	Deployment Type / Designated Machine
CLERICUS MAGNUS Integrated Court Module (Clerk), PD II (Public Defender), Prosecutor III (States Attorney)	Yes	On Premise: IBM Power 8 server on the Vermilion County Network

Maintenance Period Start Date	Maintenance Period End Date	Total Maintenance Fees Due	Maintenance Fee Payment Frequency	Electronic Customer Support?
July 1, 2018	June 30, 2024	$301,584.78	Via Schedule Specified Below	Yes

Contact Person	
Dennis Gardner	dgardner@vercounty.org

This Licensed Program Maintenance Agreement (this "Agreement") is made as of the date set forth above (the "Effective Date") by and between Jano Technologies, Inc., a Mississippi corporation ("JANO"), with its principal office located at 4798 McWillie Drive, Suite D, Jackson, Mississippi 39206, and the Vermilion County Clerk of the Circuit Court ("Customer"), with its principal office located at 6 North Vermilion Street, Danville, IL 61832

RECITALS:

Whereas, JANO and the Customer intend that JANO shall provide software maintenance and support services for the CLERICUS MAGNUS software product

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

1.   **Definitions.**   This Agreement describes the services, fees and procedure whereby JANO will provide the Program Maintenance Services (as defined hereafter) to the Customer.   In this Agreement, the following terms shall have the following meanings.   Capitalized terms used, but not defined, herein shall have the respective meanings ascribed to them in the software license agreement.

a. **Licensed Program(s).** The term "Licensed Programs" or "Licensed Program" refers to the JANO computer program, including both source code and object code, commonly known as CLERICUS MAGNUS Integrated Justice Information System which is incorporated herein by this reference, including

both the standard and optional features therein, that has been provided to and for the benefit of the Customer and its Affiliates.

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 Licensed Programs and Associated Documentation, that are provided to the Customer pursuant to this Agreement or the Software License Agreement.

2.   **Program Maintenance Services.** The following program maintenance services shall be provided by JANO under this Agreement (collectively, the "Program Maintenance Services"):

a. Licensed Program Services: JANO will attempt to duplicate any problem the Customer is having, and, if the problem is caused by a defect in the Software, JANO will promptly correct or provide a reasonable bypass for the defect. A "defect" is defined as any problem in the Software which causes it to deviate from the specifications and the warranties for such Software set forth in the Software License Agreement. A "reasonable bypass" is a temporary workaround that provides substantially all of the previously-existing functionality and features of the Software without involving any material increase in time, resources, or effort on the part of the Customer or its Affiliates, or any material degradation in performance of the Software. Corrections of defects will be made by JANO through distribution of Software fixes, either on magnetic media or via electronic customer support (as described below). Cumulative defect corrections will be included with new Software releases when such releases are distributed. The Customer agrees to provide JANO with reasonable access to any of the Customer's computers, or to any of its information technology personnel, as needed and as reasonably requested, to assist JANO personnel in ascertaining the nature and extent of the problem and in determining possible solutions. Jano shall provide reasonable methods by which the Customer's designated contact persons shall report problems or apparent defects with the Software (including providing a toll-free telephone number, a facsimile number, an email address, and the URL of a World-Wide Web site through which problem reports may be submitted). Upon receiving the report of any problem, JANO shall immediately assign appropriately qualified personnel and begin diligent efforts to determine the cause of, and to promptly resolve, such problem. JANO shall continuously use its best efforts to resolve critical problems (i.e., those in which all or a substantial portion of the functionality of a Licensed Program or the System is unavailable for use by a significant number of the Customer's or its Affiliates end-users) within eight (8) hours after such problem was reported. JANO shall use all commercially reasonable efforts to resolve non-critical problems within two (2) days, or as soon as commercially reasonable given the nature and

extent of the impact of such problem upon the Customer and its Affiliates. JANO shall keep the Customer reasonably updated as to the status of all reported, but unresolved, problems. Failure by JANO to resolve problems consistent with this paragraph will result in a material breach of this agreement

b. Licensed Program Releases. From time to time, updates and releases of the Licensed Programs will be distributed by JANO to it customers (including the Customer) and shall include, but shall not be limited to, new features, performance improvements, cumulative corrections or fixes, revisions, or enhancements that have been made to the Software since the last release or initial installation (each such update or release, a "Program Release"). JANO shall make available to the Customer any Program Releases necessary for the Customer to maintain compatibility with the most current releases and versions of the underlying operating system and database software (and the most current fixes and patches to such releases and versions) within a reasonable amount of time after such releases, versions, fixes, or patches become generally and commercially available to the licensed users of such software. The Customer shall be offered each Program Release by JANO at approximately the same time that such Program Release is made generally available to JANO's other customers. The Customer shall have the right, but not the obligation, to install any such Program Release. Installation of a Program Release is the Customer's responsibility. If the Customer has made modifications or additions to the Licensed Programs, JANO cannot be responsible for the successful installation of any Program Release, or for the correct operation, in conjunction with the new release, of any change or addition the Customer has made. Program Releases must be installed within 180 days after JANO makes the release generally available to its customers (including the Customer). JANO assumes no responsibility for any Licensed Program defects contained in prior Program Releases in the event that a new Program Release has been made available by JANO but is not installed by the Customer within such 180 day time period, and JANO cannot guarantee that hotline questions regarding such prior Program Releases will be properly or correctly answered. To the extent consistent with the foregoing provisions of this paragraph, each party shall reasonably cooperate with the other with respect to the Customer's migrating to new releases and versions of operating system or database software (or fixes and patches to such releases and versions) and each party shall use commercially reasonable efforts to keep the other party reasonably well-informed, both prior to and following any such migrations, regarding any problems that might reasonably be anticipated and any problems actually encountered.

c. Telephone Hotline Support: Telephone Hotline Support shall be provided to the Customer during JANO' normal business hours of 8:00 a.m. to 5:00 p.m. Central time (whether standard or daylight time, as applicable), Monday through Friday. The Customer agrees to follow any reasonable hotline guidelines, as disseminated by JANO to the Customer, from time to time, reasonably in advance of when such guidelines take effect. For example, JANO asks that the Customer inform the JANO operator that the Customer's call is a hotline call for a particular Licensed Program (giving its name). Telephone Hotline Support includes, but is not limited to, application support and problem

resolution for all Licensed Programs, answering "how to" questions, and responding to general inquires.

d. <u>Electronic Customer Support</u>: Electronic Customer Support is provided by JANO by electronically connecting the JANO computer to the Customer's computer via communication line, allowing JANO to remotely troubleshoot problems and distribute Software fixes to the Customer electronically. In order to utilize this Electronic Customer Support, the Customer is required to have, at the Customer's expense, communications support (hardware, system software, and a telephone connection) that is compatible with JANO, the specifications of which shall be promptly provided to the Customer in writing upon request. The Customer must authorize JANO to establish this service and, once authorized, JANO shall promptly establish such service. The parties shall jointly establish the reasonable security ground rules that will be followed. For example, JANO shall be required to obtain the Customer's written approval to view or change the Customer's or its Affiliates' data files while performing on-line troubleshooting or corrections. The Customer may be subject to pay other charges reasonably incurred by JANO in providing electronic customer support. Such charges will be itemized and billed to the Customer monthly, as provided for in this Agreement.

e. <u>Licensed Program Currency</u>: When an entity other than the Customer or any of its Affiliates, or a change in applicable laws or regulations, requires a change to be made in a data file layout or a report, or some other change to existing Licensed Program functionality, JANO will promptly make the necessary modifications to the Licensed Programs to comply with those required changes. Modifications necessitated by changes applicable laws or regulations, or by changes required by a regulatory agency, shall be made without charge. When changes are required by the Customer or any of its Affiliates and those changes require modifications to existing Licensed Program functionality, JANO will make the specified changes according to a separately agreed-to Services Agreement, and will charge the customer the standard JANO hourly rate of $132.50 per hour for development efforts needed to make the change.

3.   **Fees, Invoicing and Payment.** The Customer agrees to pay all undisputed invoiced amounts, according to the terms specified in this Agreement.   The total amount due for six years of software maintenance will be $ $188,633.54 and will be paid in four installments (after a two year delay) for each module according to the following schedule:

Integrated Court Maintenance:

Due July 1, 2018	$0
Due July 1, 2019	$0
Due July 1, 2020	$52,092.65
Due July 1, 2021	$52,092.65
Due July 1, 2022	$52,092.65
Due July 1, 2023	$29,255.59

PDII and Prosecutor III Maintenance:

Due July 1, 2018	$38,663.11
Due July 1, 2019	$14,511.57
Due July 1, 2020	$14,511.57
Due July 1, 2021	$14,511.57
Due July 1, 2022	$14,511.57
Due July 1, 2023	$19,341.87

All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq)*

4.   **Miscellaneous.** Each party agrees that: (a) it shall not use the other party's name trademarks, trade names, service marks, logos, or other designations in any promotion or publication without the other party's prior written consent (and specifically with regard to JANO, JANO shall not reflect or represent in any promotion or publication that the Customer or any of its Affiliate approve of, or advocate the use of, the Software, without the Customer's prior written consent);   (b) all information provided by the other party (and with respect to the Customer, its Affiliates) that could reasonably be considered confidential shall be kept in strict confidence and shall not be disclosed to any third party without the third party signing a reasonable confidentiality agreement; (c) it will notify the other party of any breach of this Agreement and allow the other party a reasonable opportunity (not more than thirty (30) days) to cure any such breach and comply with the terms hereof before it claims that the other party has breached any of its obligations under this Agreement; and (d) if any legal action is taken or initiated as a result of this Agreement, all costs of that legal action, including reasonable legal fees, will be paid by the non-prevailing party. For purposes of this Agreement, the prevailing party that would be entitled to such reimbursement would be defined as a party who has recovered 75% or more of damages sought by the party.

5.   **The Customer's Responsibilities.** The Customer agrees: (a) to provide JANO with reasonable access to the Customer's facilities as necessary for JANO to

fulfill its obligations, and if the Customer becomes aware of any reasonably unsafe conditions, or hazardous materials, to which JANO personnel would be exposed at any of the Customer's facilities, the Customer agrees to promptly notify JANO; and (b) to appoint a contact person for the Customer and one for each of its Affiliates, which contact persons shall have completed all the appropriate JANO training, and who, upon JANO's reasonable request, will disseminate JANO's instructions or corrections throughout the Customer's organization.

6. **Term and Termination.**

At the expiration of the Initial Maintenance Period (as defined on the first page of this Agreement), and upon expiration of each subsequent Renewal Maintenance Period (as defined below), the Customer shall have the right to purchase maintenance services for an additional period (each such period, a "Renewal Maintenance Period"). JANO shall give the Customer sixty (60) days written notice prior to the expiration of the Initial Maintenance Period and of each Renewal Maintenance Period, of its intent to seek a change in the applicable annual maintenance fee. Any such change in the annual maintenance fee for Renewal Maintenance Periods shall be negotiated by the parties in good faith, and shall reflect a fair and reasonable fee based on the customary and prevailing rates for similar services in the software industry. In no event shall any such change result in greater than a six percent (6%) increase in any twelve (12) month period following the Initial Maintenance Period, not including the impact of upgrades as specified in paragraph 7 below.

Either party may terminate this Agreement upon thirty (30) days written notice only if the other party is in material breach of any of the terms of this Agreement, provided the breaching party is given prior written notice thereof and reasonable time (not to exceed thirty (30) days) to cure such breach. In the case of a material breach of this agreement, and Customer terminates the agreement, no additional payments, penalties and/or early termination charges shall be required.

In the unlikely event that JANO, or any of its successors or assignees, ceases offering the Program Maintenance Services, the Customer shall have the right to obtain from JANO, or its successors or representatives acting on behalf of JANO, such documentation as JANO shall have for, and immediate access to, the Software's source code so that the Customer may maintain its normal use of, and may modify as necessary, the Licensed Programs. Such documentation and source code shall be licensed to the Customer without additional charge, in accordance with the terms and conditions set forth in the Software License Agreement. In the event that Customer terminates the agreement, no additional payments, penalties and/or early termination charges shall be required.

7. **Upgrade Impact on Maintenance Fees.** In the event that, during the term of this agreement, the Licensed Programs are upgraded via purchases of ad-hoc new software features or via custom programming under a separate written agreement between the parties, that separate written agreement may include fees for software maintenance for that new program code only. Those fees, if applicable, will apply for maintenance during the term of this maintenance agreement, and any Renewal

Maintenance Period (as defined above) may be negotiated in good faith to include yearly maintenance fees to include this new, additional software.

8. **Assignment.** Neither party shall assign or in any other manner transfer or convey this Agreement, or any rights, duties, or obligations under this Agreement, without the prior written consent of the other party.

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

10. **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, without regard to conflict of laws provisions thereof. 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 a state court in the State of Illinois or in the United States District Court for the Central District of Illinois, and each of the parties hereby expressly consents to the jurisdiction of such courts over themselves and the subject matter of such actions or proceedings.

11. **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. Each party shall be responsible for Workers' Compensation coverage for its own personnel. Further, JANO represents that it has complied, and warrants that it shall comply, with all federal, state and local laws and regulations regarding business permits and licenses that may be required for its performance under this Agreement and JANO warrants that it shall comply with all applicable laws and regulations in its performance under this Agreement.

12. **Confidentiality of the Customer Information.** JANO acknowledges that it may have access to confidential information of the Customer and its Affiliates because of its access to the Customer's and its Affiliates' records and facilities. 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, and nature of the matter), and any other information the Customer or its Affiliates deems confidential and notifies JANO of same. JANO shall in no event disclose any information as to which disclosure is prohibited by applicable law. In the event that JANO becomes aware of an unauthorized use, reproduction or disclosure of Customer's confidential data, JANO agrees (a) to promptly notify Customer of the unauthorized use, reproduction or disclosure and (b) take all steps reasonably necessary to assit Customer in retrieving Customer's data.

13. **Notices.** Any notices given pursuant to this Agreement shall be deemed effective when sent by certified mail or by electronic mail, return receipt requested, to the following:

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

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

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

15. **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.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. 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 or referenced herein. Each of the parties also agrees and acknowledges that it has relied on its own judgment in entering into this Agreement.

17. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their personal representatives, successors and assigns. Each Affiliate of the Customer shall be deemed an express and intended third-party beneficiary of this Agreement and shall be entitled to assert any claim or suit, or take any other action, to the extent that it shall deem necessary or appropriate to enforce the rights of the Customer hereunder.

18. **Non-Solicitation.** Each party has gone to considerable time, effort, and expense to develop well-trained, experienced, and professional employees, and considers its employees to be an important asset of its organization. Therefore, except with the prior written consent of the other party, neither party shall, during the t erm of this Agreement and for one (1) year after expiration or termination thereof, solicit, attempt to hire, or hire any current or former employee of the other party, unless such person has not been employed by the other party for a period of at least one (1) year.

19. JANO agrees to indemnify and hold harmless Customer and Vermilion County, Illinois including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses,

which Customer and Vermilion County, Illinois and their past, present and future board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of JANO's performance or failure to adequately perform its obligations pursuant to this Agreement."

20.   The parties executing this agreement represent and warrant that they have the authority to execute the agreement and the authority to provide the services contained herein.

21.   JANO, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

22.   All services to be undertaken by JANO shall be carried out by competent and properly trained personnel of JANO to the highest standards and to the satisfaction of Customer. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

23.   This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

24.   In the event Customer is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the Customer's obligations under this Agreement during said fiscal period, the Customer agrees to provide prompt written notice of said occurrence to JANO.

25.   Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

26.   Because this agreement includes access to Customer's computers and records, JANO shall exercise general and overall control of its officers, employees. JANO agrees that no one shall be assigned to perform work at Vermilion

County's facilities on behalf of JANO, JANO's consultants, subcontractors and their respective officers, employees, agents and assigns unless JANO has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, JANO agrees that the individual shall not be assigned to perform work on or at Vermilion County's facilities absent prior written consent from the Vermilion County Clerk of the Court. Vermilion County, and the Vermilion County Clerk of the Court, at any time, for any reason and in their sole discretion, may require JANO and/or JANO's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

27.   JANO certifies that JANO, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

VERMILION COUNTY   **JANO TECNOLOGIES, INC.**

By _____   By _____

Hon. Melissa Quick   Vasco L. Bridges III ("Nosa")
Vermilion County Circuit Clerk   CEO

Date: ___3/19/21_____   Date: __March 17, 2021_____