



## MASTER AGREEMENT FOR ON-LINE SERVICES

This agreement (the "contract") is made effective as of January 2, 2018 (the "Effective Date") 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, and have an ongoing relationship for software maintenance and professional services related to the CLERICUS MAGNUS software program; and

Whereas, JANO desires to provide and Customer desires to receive services necessary to improve clerk functionality and eliminate duplicate data entry by a) allowing select persons to access Customer data via the internet and b) processing transactions from select persons via the internet in the effort to limit in-courthouse processing (the "Online Services");

Whereas, JANO may have been providing these Online Services before the Effective Date, and customer warrants that no element of this contract has been previously breached;

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:

### 1. DEFINITIONS

**Approved Data** means the content of data files that Customer considers public information and allows JANO to have access to, from which JANO will extract data from and distribute to Subscribers, or to Approved Users.

**Approved Users** are members of the bar, appropriate members of the general public, or other mutually determined persons or entities that have been confirmed by Customer to have access to the Approved Data via the JANO products and Services described in Schedule A.

**Subscriber(s)** are any person(s) or entity(ies) that have previously been approved to use the service and have been catalogued, managed and tracked by JANO. Subscribers can be approved by Customer either by group (for example "all practicing members of the Illinois State Bar") or a specific person or entity.

### 2. SCOPE OF WORK



JANO will provide all of the appropriate products and services described in detail in the attached Schedule A. Additionally, JANO and Customer will ensure the following:

- a. **System Availability.** JANO shall make all of the products/services available to the end-users on a 24-7-365 basis except during the following:
  - i. Customer server is down for regularly scheduled and previously announced system backup or maintenance
  - ii. JANO server is down for regularly scheduled and previously announced system backup or maintenance
  - iii. Service interruption as a result of a third party Internet Service Provider (ISP) or communication link to the Internet
  - iv. Service interruption as a result that is the responsibility of a third party partner or vendor
  
- b. **Help Desk Support.** JANO shall employ personnel to offer phone/email support for all end-users and for Customer contacts. This so called "Help Desk" will be open between 8:30-4:30 p.m. Monday through Friday excluding all federal, Illinois State, and Customer specific holidays. JANO will alert customer in writing if the hours for this support will change.
  
- c. **Data Security.** Both JANO and Customer acknowledge that data integrity is a foremost concern. JANO will use its best efforts and all latest industry standard security technology to maintain secure connections for the usage of Approved Data. This includes:
  - i. Ensuring a secure connection between JANO and Customer. JANO will use a secure Virtual Private Network (VPN) with industry standard encryption to transport Customer Data to JANO servers.
    1. JANO will be responsible for the physical control, management and maintenance of appropriate equipment and/or connections in its data centers to ensure this security.
    2. Customer will be responsible for the physical control, management and maintenance of appropriate equipment and/or connections in its data centers to ensure this security.
  - ii. Ensuring a secure connection between JANO servers and the general public. JANO will use industry standard Secure Sockets Layer (SSL) technology as well as other encryption methods to securely pass data between JANO and Approved Users or between JANO and Subscribers.
  - iii. Ensuring a secure connection between JANO servers and all approved third party vendors. JANO will use a combination of VPN and SSL and other secure technologies to ensure a secure connection with any approved third parties.
    1. JANO will be responsible for the physical control, management and maintenance of appropriate equipment and/or connections in its data centers to ensure this security.
    2. Any approved third party vendors will be responsible for the physical control, management and maintenance of appropriate equipment and/or connections in its data centers to ensure this security.



- iv. JANO will use its ongoing best efforts to upgrade and/or suggest upgrades to security capabilities as new technology makes itself commercially available
  - v. Customer shall be responsible, as between JANO and Customer, for the accuracy and completeness of the Approved Data.
- d. **Subscription Management.** JANO shall provide all of the administration required to enable end-user access to the site. Some products or services may require approval or management of an ongoing subscription.
- i. JANO will manage appropriate subscription administration, and for all subscription-based products/services, subscribers shall be responsible for completing the JANO subscription application and JANO will be responsible for enabling appropriate users to have access.
  - ii. Customer shall be responsible for approval (in writing) of specific or groups of end-users with access to the products/services described in Schedule A.
  - iii. The list of subscribers or other approved users will be maintained by JANO and provided to Customer as required by Customer. JANO will, upon request, provide to Customer a report listing all subscribers and indicating their activity.
  - iv. If necessary, JANO, or a designated third party, shall be responsible for all billings and collections from the end-users.
- e. **Product and Service Upgrades.** JANO will continue to upgrade and maintain the products and services accordingly.
- i. Customer agrees to allow JANO developers use of the VPN network between JANO and Customer for maintenance and the application of program fixes and upgrades.
  - ii. JANO shall follow support, maintenance, and other norms and procedures previously established by other agreements between JANO and Customer.
- f. **Operations Support.** JANO and Customer will both use their best efforts to maintain uptime and reliability of the products / services in Schedule A.
- i. JANO shall provide the designated hosting and operations support for the products and services described in Schedule A.
  - ii. Customer will provide JANO with the reasonably required access to the Approved Data, Customer facilities, and employees, including Customer employees with required security access, and equipment to perform under the Agreement.
  - iii. Customer shall at all times during the term of this Agreement designate an individual, or individuals, to serve as its project managers, who shall have authority to make decisions on behalf of the Customer with respect to the Contract.
  - iv. Customer shall be responsible for ensuring that by allowing JANO to perform the Services, JANO is not in violation of the any laws applicable to the Customer.



### **3. TERM AND TERMINATION**

Unless otherwise terminated, the Contract shall commence as of the Effective Date and is perpetual. There is no renewal required.

Each party may terminate all or part of this Contract immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy.

Each party shall have the right to terminate all or any part of the Schedule A for any reason. Termination of any part of Section A will require ninety (90) days prior written notice to the other party. After termination, JANO has six (6) months to end all applicable services and make best effort to assist transition of Customer to a new provider if necessary.

Upon Termination of any or all provisions within Schedule A, all elements of this master agreement, most especially sections 6, 7, and 10 will survive termination.

### **4. RECORD RETENTION AND ACCESS TO RECORDS**

JANO shall maintain operational and financial records reasonably required to reflect its performance of the provisions of this Agreement. The Customer, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have reasonable access to any of JANO's books, documents, papers, and/or records that are reasonably necessary to conduct such audit where such records are kept during JANO's normal business hours. All records relating to this Agreement shall be retained by JANO for five (5) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for or against the Customer has begun that is not completed at the end of the five (5) year period, or if an audit finding, litigation, or other legal action has not been resolved at the end of the five (5) year period, the records shall either be retained by JANO until resolution or provided to Customer for its retention until resolution.

### **5. COMPLIANCE WITH LAWS**

JANO shall comply with, and all activities under this Agreement shall be subject to, all of the Customer's written and adopted policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures, as now existing and as may be amended or modified. If litigation should arise from this contract, the laws of the State of Illinois will apply.

### **6. INTELLECTUAL PROPERTY OWNERSHIP**

All software developed to provide the products/services described in Schedule A are fully owned by JANO. The parties agree that JANO will own all proprietary marks as either mentioned or described in Schedule A.

Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any other licenses or other rights with respect to any software, including works



authored by JANO, (source code or object code). JANO shall retain all rights, including but not limited to the intellectual property rights including but not limited to all copyright and patent rights and all other proprietary rights and interests associated with JANO's Software which specifically includes all associated documentation.

## **7. APPROVED DATA OWNERSHIP**

Ownership of the Approved Data, shall remain with Customer, and JANO shall cease use of the Approved Data upon termination of this Agreement. Customer agrees that by providing the Approved Data to the public or Approved Inquirers, JANO is not breaching any duty to Customer or infringing any intellectual property rights of Customer.

## **8. CONFIDENTIALITY**

Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's trade secrets and confidential information. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or confidential information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity (i) any of the other party's confidential information during the term of this Agreement and for a period of two (2) years after the termination of this Agreement or, if later, from the last date the Services are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

Approved Data, as defined above, will be excluded from the above paragraph. The sharing of Approved Data will be governed by the rules, regulations and practices determined between JANO and Customer for each product/service outlined in Schedule A.

## **9. JANO REPRESENTATIONS AND WARRANTIES**

JANO warrants to Customer that the Services will be as specified in the Scope of Work and will be delivered pursuant to the schedule in the Scope of Work.

In connection with the Services, JANO may supply to Customer certain hardware and/or software that is warranted solely by the manufacturer and JANO does not warrant these items. In connection with the Services, Customer may provide to JANO for JANO's use certain hardware and software and JANO also does not warrant those items.

JANO represents and warrants that it has obtained all necessary rights to permit use of the JANO Software and all other software and data used by JANO in connection with the Services.



Customer agrees to obtain all necessary approvals, including but not limited to, Court approvals, before providing JANO, or any other subscriber or member of the general public access to the Approved Data.

JANO will not warrant to any subscriber or member of the general public continuous access to the Approved Data or that the Approved Data is current or accurate and Customer agrees that JANO will not be responsible to do so.

If JANO is in substantial breach of any warranty or representation herein, within seven (7) days of JANO's receipt of written notice reasonably describing the substantial breach, JANO will either correct the breach or will terminate the Services and take all the actions required to bring the Services to a reasonable conclusion.

## **10. CUSTOMER'S REMEDIES**

Customer's exclusive remedies against JANO are as set forth in this Agreement and under applicable Federal and State laws.

## **11. INDEMNITY**

- a. JANO represents and warrants that, to its knowledge, the content, except for the Approved Data, will not infringe or constitute an infringement of any copyright, patent, trademark, trade secret or other proprietary right of any person or entity. JANO, at its own expense, shall defend or settle any and all actions filed against JANO or Customer which involve any intellectual property claim pertaining to the content contained in or provided through the Services, except for any action which arises as a result of the Approved Data, and shall pay all costs, damages and judgment finally awarded against Customer in such action, except for any such amounts that are awarded as a result of the use of the Approved Data. Each side will bear their own attorney fees and costs.
- b. Customer acknowledges and agrees that (i) JANO has no proprietary, financial, or other interest in the Approved Data offered through the Service; and (ii) that Customer is solely responsible for the content, of the Approved Data as provided through the Services.
- c. Customer agrees to indemnify, defend and hold harmless JANO from and against all charges, actions, suits, allegations and assertions of damages, whether for direct, incidental, implied, consequential damages or otherwise, arising from subscribers' or general public's use of the Approved Data.
- d. In any situation where an Approved User, a Subscriber or a member of the general public alleges that they were harmed in any way resulting from a failure to meet a deadline established by the Customer, Customer agrees that to the fullest extent possible to evaluate the situation as if the Customer were providing the Product/Service.

## **12. HOLD HARMLESS**

To the fullest extent allowed by law, JANO shall indemnify, defend, save and hold harmless, protect and exonerate the Customer from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses actually incurred, including without



limitation, court costs, investigative fees and expenses, and claims for damages arising out of or caused by the negligence of JANO and/or its partners, principals, agents, employees or subcontractors in the performance or failure to perform per this Contract subject to the limits stated in this Contract. Each side will bear their own attorney fees and costs related to any judgement

**13. FORCE MAJEURE**


Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; (viii) actions or failures to act on the part of a governmental authority; (ix) failure of any Internet service provider to provide any required service; or (x) failure of the Internet itself. When such a cause arises, JANO shall, as reasonably required, notify the Customer as soon as practicable in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform.

**14. ASSIGNMENT**

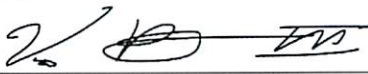
Any assignment or attempted assignment by either party, in whole or in part, of its obligations herein or of its performance under the Agreement without the other party's prior express written consent, shall be null and void. However, JANO may, with appropriate written notice to Customer, utilize approved third party partners for some or all its service and support obligations hereunder, but this shall not relieve JANO of its responsibilities 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

JANO

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



### SCHEUDLE A

As part of the Master Agreement for On-Line Services, JANO and Customer will work together provide all of the following products and services to the general public. Unless otherwise stated, all aspects of the Master Agreement apply to all of the services describe below.

Product/Service Name	Description
<b>eMagnus MultiCourt</b>	<p><b>Product Details:</b> JANO shall provide end-users access to Public Data as defined above via the internet. JANO may charge a fee to specific users for access to this data. Customer holds the right to provide (via written notice) very specific users to receive this service free of charge.</p> <p><b>Specific Requirements of JANO:</b> JANO will maintain both the front-end interface for users to access the data as well as back-end interface with the Customer data.</p> <p><b>Specific Requirements of Customer:</b> Customer will maintain ownership of the all data and ensure validity and surety of the data presented by the product.</p>
<b>Illinois circuit clerk information center (ICCIC)</b>	<p><b>Product Details:</b> JANO shall provide clerk and/or SAO to view criminal histories from multiple counties (including non-JANO counties) as aggregated by DuPage County.</p> <p><b>Specific Requirements of JANO:</b> JANO will engage with DuPage County to transmit Customer data for use in other counties, and will also receive data from DuPage county for use by the customer.</p> <p><b>Specific Requirements of Customer:</b> Customer will maintain ownership of the all data and ensure validity and surety of the data presented by the product.</p>





<p><b>Magnus ePay</b></p>	<p><b>Product Details:</b> JANO shall provide all citizens the ability to pay for their court ordered fines and fees via the CLERICUSMAGNUS.COM Web Portal. These payments can be made with a credit card or other approved form of electronic payment.</p> <p><b>Specific Requirements of JANO:</b> JANO shall work with third party electronic payment processor to process payments and will apply the appropriate payments to the appropriate case.</p> <p>JANO shall provide Customer the ability to generate a detailed “Batch Report” that will include each payment transaction. The “Batch Report” will be identical to the “Batch Report” in Customers Licensed Program version of CLERICUS MAGNUS.</p> <p>JANO shall create a record of each transaction on Customer’s server and post to the applicable account. JANO will delineate ePay transactions from other records in the case record and daily batch.</p> <p>JANO shall remit 100% of the fines and fees collected on behalf of Customer to Customer. JANO shall remit via ACH (Automated Clearing House) directly to Customer’s bank each business day except for weekends and Federal Reserve holidays.</p> <p>JANO shall manage the relationship with third parties and may charge a per transaction convenience fee to cover these expenses.</p> <p><b>Specific Requirements of Customer:</b> Customer may link to the appropriate web portal from its own internet website.</p> <p><b>Note on electronic Guilty Pleas:</b> Until the AOIC (Administrative Office of Illinois Courts) approves the processing of guilty pleas through the Magnus e-Pay software, JANO will post such payments requiring a written plea of guilty and the associated fees for “Mail in Supervision” as “bond”. In addition, for payments requiring a written plea of guilty, JANO will provide notification to the payor to:</p> <ul style="list-style-type: none"><li>A. Sign and mail his/her written plea of guilty to the Vermilion County Clerk of the Circuit Court and or</li><li>B. Sign and mail his/her “Mail in Supervision” form to the Vermilion County Clerk of the Circuit Court.</li></ul> <p>At such time as the AOIC does approve the processing of guilty pleas through the JANO e-Pay software, JANO will appropriately note the case to the plea of guilty, and initiate a disposition on the case</p>
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<p><b>eMagnus Lite</b></p>	<p><b>Product Details:</b> All members of the general public (not simply registered subscribers) are allowed to access, inquire upon and view a defined set of Customer’s Approved Data.</p> <p><b>Specific Requirements of JANO:</b> JANO will provide the infrastructure for the public to inquire, access and view the defined set of Approved Data. JANO will manage the defined set on its servers and will distribute the appropriate access to Customer to allow public access via the customer-managed websites.</p> <p><b>Specific Requirements of Customer:</b> Customer will maintain ownership of the all data and ensure validity and surety of the data presented by the product. Customer will also maintain ownership of the customer-managed sites and the code used to access the eMagnus lite program.</p> <p><b>Payment Terms:</b> JANO will bill the customer \$15,000 annually for the maintenance of this service. No other funds will be exchanged for this service.</p>
<p><b>eFile</b></p>	<p><b>Product Details:</b> JANO will develop a product, or work with third party vendor, to allow a defined end-to-end integrated solution for members of the Bar, and other members of the general public to file case documents electronically.</p> <p><b>Specific Requirements of JANO:</b> JANO will work with Customer to help identify and implement mutually determined third party provider(s) to offer front-end electronic filing services. JANO will work with provider(s) to establish an integrated electronic filing system from front-end document creation and submission to back end case management functionality that minimizes duplicate data entry. JANO will also work with the provider(s) to adapt Customer business process. JANO may collect a transaction fee associated with each filling.</p> <p><b>Specific Requirements of Customer:</b> Customer will maintain ownership of the all data and ensure validity and surety of the data presented by the product. Customer will also adapt business processes appropriately and create an appropriate review system for all court filings via the internet. Customer will holds JANO harmless from any inappropriate, illegal, and unwarranted filings.</p>
<p><b>eCitations</b></p>	<p><b>Product Details:</b> JANO will develop a product, or work with third party vendor, to allow a defined end-to-end integrated solution for law enforcement agencies to file traffic and other citations to the circuit clerk electronically.</p> <p><b>Specific Requirements of JANO:</b> JANO will work with Customer to help identify and implement mutually determined third party provider(s) to offer front-end electronic filing services. JANO will work with provider(s) to establish an integrated electronic filing system from front-end document creation and submission to back end case management functionality that minimizes duplicate data entry. JANO will also work with the provider(s) to adapt Customer business process.</p> <p><b>Specific Requirements of Customer:</b> Customer will maintain ownership of the all data and ensure validity and surety of the data presented by the product. Customer will also adapt business processes appropriately and create an appropriate review system for all court filings via the internet. Customer will holds JANO harmless from any inappropriate, illegal, and unwarranted filings.</p>



<p><b>eCollections</b></p>	<p><b>Product Details:</b> JANO will manage an integrated connection with a previously certified collections professional</p> <p><b>Specific Requirements of JANO:</b> JANO will receive appropriate collections information from customer, transfer to collections partner for collections pursuit. JANO will ensure both customer database and collections database have update information so payments can be made in either location. JANO will update appropriate accounting ledgers and case information to reflect collections participation. JANO may receive a transaction fee for this work.</p> <p><b>Specific Requirements of Customer:</b> Customer will maintain relationships with H&amp;H to ensure good standing. Customer will appropriately select, manage and report all cases that are sent for collections.</p>
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