



636-537-6721  
ltucker@chesterfield.mo.us

## M E M O

DATE: May 1, 2017  
TO: Mike Geisel, City Administrator  
FROM: Libbey Tucker *Libbey*  
Assistant City Administrator  
RE: Municipal Court Software Request-JusticeWeb

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The Missouri Supreme Court has recently enacted new "Standards of Operations" for Municipal Courts. As more fully described in the attached joint memorandum from Court Administrator Nancy Morr and Information Technology Director Matt Haug, Chesterfield Municipal Courts is mandated to begin providing an online portal for defendants to access case information. The City of Chesterfield currently uses Justware software to manage our court documents. As such, while some area courts are collaborating to develop a common solution, we cannot participate in that opportunity without changing our existing software. Our courts are very satisfied with our existing systems and recommends against a change in our current software.

Our current software, Justware, offers a current, tested, integrated add-on module called JusticeWeb that will satisfy the Supreme Court requirements. The initial cost of this add-on software module is \$18,000, including one year of support. The regular maintenance cost thereafter is \$12,000 annually.

Accordingly, I share Court Administrator Nancy Morr and Information Technology Director Matt Haug's recommendation to purchase the add-on module of JusticeWeb from Justware at the cost of \$12,000 to be funded by the General Fund – Fund Reserves over the 40% policy threshold.

Please let me know if you have any questions or require additional information.

*Please forward to  
F&A Committee for  
review & recommendation  
me  
5/2/2017*

## Chesterfield Municipal Court Memorandum

TO: Michael Geisel  
City Administrator

FROM: Nancy Morr, Court Administrator  
Matt Haug, Information Technology Director

RE: Justice Web / Public Access Portal for the Municipal Court

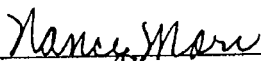
Mr. Geisel;

As you are aware, The Missouri Supreme Court has enacted new "Standards of Operations" for Municipal Courts and we are working toward the goal of being 100% compliant with these standards.

One of these requirements is to have a public access portal for the Municipal Court that will allow defendants to access ticket/case information and warrant information thru the internet. Our municipal court uses court software called JustWare that is supported by Journal Technologies, Inc. They offer a product currently called JusticeWeb that we have viewed and it can be configured to fit our needs exactly as required. We have upgraded our software, our software server and our database server so that they will be compatible with JusticeWeb and from a technology standpoint, we are ready to implement this service.

Since we are the only court in the area to use this software and have everything in place, we would like to proceed with this project. The initial cost (contract and sales order is attached) will be \$18,000 (\$6,000 implementation fees, \$12,000 license, maintenance, upgrades and support fees) which was higher than anticipated and from reading the contract, we will also be responsible for a yearly maintenance/license fee of \$12,000, with increases of no more than 5% each year starting the following year after installation (Exhibit A on sales order). Basically we will be paying \$1,000 a month for defendants to access information on their cases.

Because this is a requirement to provide this service, we would like to proceed with this implementation this year rather than wait until next year's budget (which will include the yearly fee anyway). If you have any further questions, please do not hesitate to contact us.

  
\_\_\_\_\_  
Nancy Morr  
Court Administrator

  
\_\_\_\_\_  
Matt Haug  
Information Technology Director

# Journal Technologies, Inc.

## Sales Order

Journal Technologies  
843 South 100 West  
Logan, Utah 84321  
1.877.587.8927

<b>Chesterfield Municipal Court</b> 690 Chesterfield Pkwy W Chesterfield, MO 63017-0670	<b>Sales Order Number:</b> 16-1850 <b>Sales Order Date:</b> December 8, 2016 <b>Terms:</b> Due on Invoice Receipt <b>Account Executive:</b> Christopher Worthington
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Item		Total Price	
JusticeWeb License, maintenance, upgrades, and support		\$12000	
Implementation Services		\$6000	
<b>Sales Order Amount:</b>		<b>\$18000</b>	
Payment Milestones			
Milestone	Description	Cost Inclusions	Amount
1	Acceptance	<ul style="list-style-type: none"><li>JusticeWeb License, maintenance, upgrades, and support</li><li>Implementation Services</li></ul>	\$18000

## Sales Order Signing

\_\_\_\_\_  
Chesterfield Municipal Court Authorized Signature, Title and Date



cn=Jon Peek, o=Chief Operating  
Officer, ou=Journal Technologies  
Inc., email=jpeek@journaltech.com,  
c=US  
2016.12.19 19:11:29 -07'00'

**Jon Peek, COO**

\_\_\_\_\_  
Journal Technologies, Inc. Authorized Signature, Title and Date

**Journal Technologies, Inc.**

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "Agreement"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "Licensor"), and Chesterfield Municipal Court (hereinafter "Licensee"), is made as of the date executed by both Licensor and Licensee (the "Effective Date"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.3 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

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

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

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

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

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

1.9 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

## 2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

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2.2.1 License Term. The License Term shall commence on the date of Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of Go Live, and shall thereafter automatically renew for successive one-year periods (the "**License Term**"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit A. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

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

### 3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for

the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for JusticeWeb is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

### 3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

## 4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (b) modification of the Licensed Software, (c) any use of the Licensed Software in breach of this Agreement or (d) any failure to satisfy the conditions to receive Support under Section 3.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the

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Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF

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FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST FIVE-YEARS OF THE LICENSE TERM.

## 6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licensor under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 ("Grant of License"), neither the Licensed Software nor any of the other materials shall be in any way disclosed by Licensee to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of the unauthorized possession of the Licensed Software or any of the other materials, it shall promptly notify Licensor. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information of Licensee, (b) Licensor shall take all necessary steps to protect and ensure the confidentiality of such information, and (c) such information shall not be in any way disclosed by Licensor to any third party, in whole or in part, without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of the unauthorized possession of such information, it shall promptly notify Licensee. Licensor shall also assist Licensee with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensee to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the

**Journal**  
TECHNOLOGIES

case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

## 7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 (“Term and Termination”).

### 7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Licensee to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition,

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the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

## 8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.  
843 S 100 W  
Logan, UT 84321  
Attention: COO

and

Munger, Tolles & Olson LLP  
355 South Grand Avenue, 36<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Mark Sayson

To Licensee: Chesterfield Municipal Court  
690 Chesterfield Pkwy W  
Chesterfield, MO  
Attention: Nancy Morr

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is

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further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

**JOURNAL TECHNOLOGIES, INC:**



cn=Jon Peek, o=Chief Operating  
Officer, ou=Journal Technologies  
Inc., email=jpeek@journaltech.com,  
c=US  
2016.12.19 19:12:07 -07'00'

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: Jon Peek, COO

**Chesterfield Municipal Court**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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**Exhibit A**  
**Cost Proposal (000)**

	One-Time Cost	Annual License and Maintenance Fees
	<i>(in thousands)</i>	
Professional services, including expenses		
Implementation services	\$ 6	
JusticeWeb License, maintenance, upgrades, and support		\$ 12
	\$ 6	\$ 12

**Notes**

Since governments normally have limited capital budgets, we typically lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows your agency to plan for growth in a cost conscious way and provides reinforcement and incentive for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, your agency pays an annual fee. These costs include support, maintenance and upgrades. The continuing licenses are subject to the payment of the annual fees. This approach also spreads costs over the life of the project. Because we lease JusticeWeb, it is under continuous warranty.

The annual license and maintenance fees are due when you approve the system ready for rollout. The professional service fees to date are due when ready for the rollout. Because JusticeWeb is configurable, there should be no customization required.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate. However, because JusticeWeb is configurable, your IT department will be able to make most changes. Annual License and Maintenance Fees are subject to an annual increase not to exceed 5%.

**Exhibit B**  
**Statement of Work**

**1. Training**

The Training commences upon receipt by Journal Technologies, Inc. of this signed contract. During the Training, Chesterfield Municipal Court will receive instruction on how to configure JusticeWeb. The configuration of JusticeWeb will provide authorized users the ability to download reports from JustWare.

**Journal Technologies, Inc. Deliverables:**

- Install of JusticeWeb
- Remote Admin Training and Configuration of JusticeWeb
- Go-live of JusticeWeb

**Completion Criteria:**

- Delivery of JusticeWeb Installation
- Delivery of Admin Training and Configuration of JusticeWeb
- JusticeWeb is being used in a live capacity

**2. BI Deliverables**

Report #1 Name Search Report:

Ability to Search on Full Name and DOB results to return a list of individuals.

Report #2 Active Case Report

By clicking on a listed individual a new report will return a list of Active case or cases that the individual is associated with

Report #3 Charge Report:

From the Name Search Report a sub report will list out cases with the following information. The report will provide all charges that have a status of Open or Warrant that is connected to the name selected as well as the status (either Open or Warrant status) of a charge and the court date for all charges on the case.

Report #4 Court Docket Report:

This would be a public facing report. Individuals will be able to access this report and pull back a list of **future** dockets. The report will provided a list of names and charges associated with the case.

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