

**Rescission of Professional Services Agreement and License, Maintenance and Support Agreement
Between the County of Weber Attorney's Office and Journal Technologies, Inc.**

This agreement of mutual rescission (the "Rescission") of the Professional Services Agreement and License, Maintenance and Support Agreement both executed as of April 20, 2021 ("the eProsecutor Agreements"), between the Weber County Attorney's Office ("County"), and Journal Technologies, Inc. ("Journal Technologies"), is made as of the date of last signature below ("Effective Date").

RECITALS

Whereas, the parties entered into the eProsecutor Agreements for the implementation of a new case management system, and for the licensing, maintenance and support thereof; but

Whereas, County now, instead, desires to continue use of its legacy case management system pursuant to the terms of a separate contract between the parties and to, correspondingly, rescind the eProsecutor Agreements.

NOW THEREFORE, the parties hereby mutually rescind the eProsecutor Agreements in keeping with, and in consideration of, the following mutual covenants:

1. **Payment.** For Services performed to date by Journal Technologies as part of the eProsecutor Agreements, and for legal services performed in the negotiation and preparation of the eProsecutor Agreements and this Rescission, County agrees to pay Journal Technologies the sum of **TEN THOUSAND AND FIVE HUNDRED U.S. DOLLARS (\$10,500)** ("Rescission Payment"), which amount is due and payable (net 30) as of the Effective Date. Journal Technologies shall invoice County in the same manner as with previous invoices.
2. Upon the Effective Date of this Rescission, the rights and obligations of the parties under the eProsecutor Agreements shall be extinguished and of no further effect, except for those terms in the eProsecutor Agreements which expressly survive termination, and except for those rights or obligations that arose prior to the Effective Date of the Rescission, including the obligation of County to pay Journal Technologies the Rescission Payment.
3. **Confidential Material.** Consistent with Section 7 ("Term and Termination") of the eProsecutor Agreements, upon the Effective Date of this Rescission, each party shall return to the other party (or, upon mutual agreement, delete or erase) the confidential property of the other party obtained during the term of the eProsecutor Agreements, including without limitation all work product of Journal Technologies produced pursuant to the eProsecutor Agreements, to which work product County shall have no further right to retain or use.
4. **Communication.** For the avoidance of doubt, the parties acknowledge and agree that

this mutual Rescission was pursued not due to any fault of or breach by Journal Technologies, but due to County's belief that its current resource availability and other internal factors are such that any case management system migration would be best performed at a later date. Correspondingly, in the event that at any time (and from time to time) following the date hereof, Journal Technologies or any governmental entity or other organization requests a reference regarding Journal Technologies, the eProsecutor Agreements, or the project that was the subject of the eProsecutor Agreements, the County shall respond to such request as follows (unless otherwise agreed to in writing between County and Journal Technologies):

To Whom it May Concern:

Journal Technologies and the Weber County Attorney's Office ("County") embarked on a project in 2021 to replace the County's legacy case management system (which is also owned by Journal Technologies). Early in the project, County determined that its existing resources and internal processes, especially as impacted at the time by the ongoing global Covid-19 pandemic, made it such that transitioning to a new case management system at that time would have been prohibitively challenging. Therefore, County asked Journal Technologies to sell to it perpetual licenses for the legacy system, so County could continue use of the legacy system, without maintenance or support from Journal Technologies, and could consider a system migration at a later date. Journal Technologies agreed, and the parties agreed in 2022 to rescind their contracts for the new case management system.

5. **General Release:** In consideration of the promises, covenants and obligations set forth in this Rescission, the parties each release and discharge the other, and the predecessors, successors, or assigns of any of them, including any past, present or future dependents, appointed or elected officials, officers, directors, employees, members, shareholders, representatives or agents of and from any and all claims, demands, obligations, actions, and causes of action of whatsoever nature, description or character, whether in tort or in contract, or by virtue of the common law, statute, or regulation, known or unknown, heretofore existing between the County and JTI, whether known or unknown, which may have accrued or may accrue, on account of, arising from, or in any manner growing out of, relating to, resulting from, or in any way connected to the eProsecutor Agreements; provided that the foregoing shall in no event release, or be deemed to release, any party from its obligations under this Rescission.
6. **No Admission of Liability.** Nothing in this Rescission, including the fact that it was entered into, shall constitute or be construed as an admission on behalf of any party herein identified as to the validity of the claims, defenses or allegations made by either party, nor shall it be admissible in any court, administrative agency or tribunal for any party, with the exception of a proceeding to enforce or interpret the terms of this Rescission.
7. **Warranty of Authority.** Each party hereby represents and warrants to the other party

that no other person has any interest in any of the claims alleged in this matter; that it has the sole right and exclusive authority to execute this Rescission and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims or damage or liability covered hereby. The signatories below warrant that they have authority to execute this Rescission on behalf of their respective entities.

8. **Binding Effect.** This Rescission shall be binding upon the parties, including any past or present subsidiary, parent or affiliate entity or cooperative, or the predecessors and their successors or assigns of Journal Technologies and any affiliated entities, or the predecessors and any successors or assigns of the County.
9. **Integration.** This Rescission is the entire agreement between the County and Journal Technologies concerning the rescission of the eProsecutor Agreements, and is a complete merger of all antecedent offers, counteroffers, negotiations and agreements.
10. **Severability.** With the exception of paragraphs 1 and 3, above, in the event that any term or provision of this Rescission is declared to be illegal or invalid, for any reason whatsoever, by a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining terms and provisions hereof, which terms and provisions shall remain binding and enforceable.
11. **Governing Law and Venue.** This Rescission and all provisions contained herein shall be construed pursuant to the laws of the State of Utah, and any questions regarding the validity of any section and/or paragraph contained herein shall be determined pursuant to the laws of the State of Utah. The parties agree that any action to interpret, construe, or enforce this Rescission shall be brought in the U.S. District Court for the District of Utah, if such venue is proper and, if not, in the Second Judicial District of the State of Utah.
12. **Attorney Fees.** Each party shall bear its own attorneys' fees and costs in connection with any action to enforce the terms of this Rescission.
13. **Representation by Counsel.** The parties have been represented by counsel of their choice throughout the negotiations which preceded the execution of this Rescission, and in connection with the preparation and execution of this Rescission, the parties have carefully and thoroughly reviewed this Rescission, in its entirety, with such counsel, and such counsel have approved it as to form.
14. **Third-Party Beneficiaries.** Nothing in this Rescission, express or implied, is intended to create or confer and shall not be construed or operate to create or confer, any rights or remedies under or by reason of this Rescission, upon any person other than the parties hereto, and their respective successors and permitted assigns.
15. **Execution in Counterparts.** This Rescission may be executed in one or more counterparts, each counterpart to be considered an original portion of this Rescission.

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

JOURNAL TECHNOLOGIES, INC:

By: M Rodriguez

Date: 7/1/2022

Printed Name and Title: Maryjoe Rodriguez, President

WEBER COUNTY ATTORNEY'S OFFICE

By: _____

Date: _____

Printed Name and Title: _____