

Amendment to JustWare Contract 14-0642
Contract for Case Management System
Between Weber County Attorney's Office and Journal Technologies, Inc.

This amendment ("Amendment") is made to the contract #14-0642, executed as of March 3, 2015 (the "Contract") by and between **Weber County Attorney's Office** ("County") and **Journal Technologies, Inc.** ("Contractor"). This Amendment is made as of the date of last signature below (the "Effective Date").

WHEREAS, County entered into the Contract with Contractor to lease JustWare licenses in a hosted environment, and to receive maintenance and support therefor; and

WHEREAS, Contractor has sunset its JustWare software as of June 30, 2021 ("JustWare Sunset Date") and ceased providing leased licenses (and maintenance and support therefor), except to customers migrating to a separate case management system ("eSeries"); and

WHEREAS, County initially decided to migrate to eSeries, but, has subsequently decided not to so migrate at this time and now desires instead, to purchase the 40 JustWare licenses it has, prior to the date hereof, leased, and use said licenses without the maintenance and support of Contractor.

NOW, THEREFORE, the parties hereby agree to amend the Contract in accordance with the terms set forth below.

1. The parties hereby acknowledge that the parties have fulfilled and completed their respective obligations under the Contract in accordance with the terms thereof and through the date hereof.
2. A new **Exhibit F** ("Purchase Agreement"), attached hereto, is hereby added as a new exhibit to the Contract. Exhibit F sets forth the terms and conditions under which County shall purchase, for the sum of \$120,000, as set forth in Section 9 of Exhibit F, 40 JustWare perpetual and irrevocable licenses from Contractor. For the avoidance of doubt, in the event any terms of the new Exhibit F conflict with terms found elsewhere in the Contract, the terms of the new Exhibit F shall control.
3. A new **Exhibit G** ("Perpetual License Agreement"), attached hereto, is hereby added as a new exhibit to the Contract. Exhibit G sets forth the terms and conditions under which Contractor hereby licenses, for a perpetual term, the purchased JustWare licenses to County. For the avoidance of doubt, the license terms of Exhibit G replace and supersede the Contract's existing license terms that contemplate term-limited, leased licenses, and in the event any terms of the new Exhibit G conflict with terms found elsewhere in the Contract, the terms of the new Exhibit G shall control.
4. A new **Exhibit H**, ("Statement of Work – Transitioning Client's Hosted Services to JTI-Independent Hosting Infrastructure"), attached hereto, is hereby added as a new exhibit to the Contract. Exhibit H sets forth the terms and conditions under which Contractor hereby agrees to transfer County's hosted JustWare licenses to servers belonging to an agreed-upon third party cloud-hosting provider (Tonaquint), for the one-time cost of \$7,000.

5. Notwithstanding any contrary terms found in the Contract, including the Renewal Amendment executed as of April 20, 2021, the parties acknowledge and agree that the Contract shall terminate upon, and shall not extend past, the date upon which Contractor has completed and County has accepted the Transfer Services (the "Contract End Date"). Upon such Contract End Date, the Contract shall expire and all rights and obligations of the parties under the Contract shall end, except for those which expressly survive such termination, and provided that County shall not be relieved of any duties or obligations to pay all amounts accrued and due hereunder prior to such Contract End Date. For the avoidance of doubt, County shall be responsible for license, maintenance and support and hosting fees in accordance with the terms of the Contract for the period culminating with the Contract End Date.

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

JOURNAL TECHNOLOGIES, INC:

By: *M Rodriguez*

Date: 7/1/2022

Printed Name and Title: Maryjoe Rodriguez, President

COUNTY OF WEBER ATTORNEY'S OFFICE:

By: _____

Date: _____

Printed Name and Title: _____

Exhibit F – JustWare Purchase Agreement

This Purchase Agreement is made this day, by and between Journal Technologies, Inc. (hereinafter referred to as “JTI”), and Weber County Attorney’s Office (hereinafter referred to as “County”).

1. Product

The product is the Software and Products herein collectively referred to as the "Product."

2. Sale and License

JTI hereby sells and licenses, in perpetuity, to County and County agrees to purchase and license from JTI for County's purposes the Product. County is hereby licensed to use the JTI Software Modules identified in accordance with JTI’s Computer Software License Agreement ("Perpetual License Agreement"), set forth in Exhibit G.

3. Taxes

The payment terms set forth in Section 9 are not inclusive of any applicable sales or excise taxes rendered payable by County’s purchase hereunder, if any.

4. Warranty

JTI warrants, for the benefit of the County only, that at the time of completion of delivery of the Product, the Product shall conform in all material respects to the specifications supplied in writing by JTI. JTI’s sole obligation thereafter, and County's exclusive remedy, for any defect or nonconformity in the Non-JTI Products shall be to cooperate with the County to provide it with the benefit, if any, of the warranty and support commitment of the third party manufacturers and suppliers of equipment and product. As County's exclusive remedy for any defect in the JTI’s Product, JTI shall, during the 30-day period following the signing of this Purchase Agreement, provide reasonable efforts to correct and cure such nonconformity or defect. Said warranties extend only for the 30-day period following the signing of this Purchase Agreement. JTI shall not be liable to County for any loss of profits; any incidental, special, exemplary, or consequential damages; or any demands or claims of other parties for any amount exceeding the total of payments made to JTI under the Purchase Agreement, whether or not JTI is aware of or has been advised of any such claims or demands.

5. Default

Any of the following shall constitute an "Event of Default" under this Purchase Agreement.

a. County's failure to pay to JTI any charge, costs, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) business days after JTI has given County written notice of such delinquency; notice of such failure; or

b. County's failure to perform any other obligation set forth in this Purchase Agreement, including any act of repudiation or wrongful rejection of the product. If such failure has not been corrected within sixty (60) days after JTI has given County written notification; or

c. JTI's failure to perform any obligation set forth in this Purchase Agreement, if such failure has not been corrected within sixty (60) days after County has given JTI written notice of such failure.

6. Effect of Default

Upon the occurrence of an Event of Default either party may: (1) terminate this Purchase Agreement and invoke all rights the party possesses upon termination; (2) if JTI has failed to materially perform any obligation set forth in this Purchase Agreement, County shall have the right to withhold any unpaid amounts until JTI performs such obligation; and (3) if County has failed to perform any obligation under this Purchase Agreement and remains liable for any monetary obligation created under this Purchase Agreement, JTI may accelerate and declare all obligations of County created under this Purchase Agreement to be immediately due and payable by County as a liquidated sum and proceed against County in any lawful way for satisfaction of such sum, or repossess so much of the Product as remains in County's possession. County acknowledges that the monetary obligations of the County to JTI under the Purchase Agreement constitute a commercial account. County shall pay, in addition to all other amounts owed to JTI, interest calculated at one and a half percent (1.5%) per month on all amounts that have not been paid to JTI pursuant to the terms of this Purchase Agreement. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any rights granted hereunder or at law. This provision shall not be construed to waive or forfeit any other remedies at law or equity that either party may have.

7. Modification/Entire Agreement/No Prior Agreement

This Purchase Agreement constitutes the entire understanding between the parties hereto as to County's purchase of the Product and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both County and JTI. County understands and agrees that this Purchase Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties pertaining to County's purchase of the Product.

8. Governing Law

This Purchase Agreement shall be governed by and construed in accordance with the laws of Utah. This Purchase Agreement constitutes the entire Purchase Agreement between the parties and no amendment to this Purchase Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of the parties. The parties understand that the Perpetual License Agreement between the parties shall be considered with this Purchase Agreement, one integrated agreement and is the complete and exclusive statement of the parties' obligation and responsibilities, except as otherwise provided by law.

9. Purchase Price and Payment Terms

County agrees to pay to JTI the total price according to the payment terms. The total price and payment terms are as follows: County agrees to pay all Invoices within thirty (30) days of invoice date.

Payment Terms:

40 of JustWare Perpetual Licenses

\$120,000 Dollars

Total: \$120,000 Dollars

10. Notifications

Notifications required pursuant to this Purchase Agreement shall be made in writing and mailed to the following addresses:

County:
Weber County Attorney's Office
2380 Washington Blvd., Suite 230
Ogden, UT, 84401
Attention: Jamie Pitt
Title: Technical Specialist
Email: jpitt@co.weber.ut.us
Phone: 801-399-8672

JTI:
Journal Technologies, Inc.
Maryjoe Rodriguez, President
915 E First St.
Los Angeles, CA, 90012

Exhibit G – Perpetual License Agreement

This Perpetual License Agreement is between Journal Technologies, Inc., (hereinafter referred to as “JTI”) and Weber County Attorney’s Office (hereinafter referred to as “County”), with regards to use of JustWare Prosecutor (“the Software”).

1. License

This Agreement allows you, the County, to:

- a. Install and use the Software on any computer or device for each user license purchased and make one (1) copy of the Software in machine-readable form solely for backup purposes. County must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. Each named user licenses purchased gives one (1) County employee license to use the software. Named user licenses can be reassigned as County personnel change.

- b. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of user licenses of the Software purchased.

- c. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.

- d. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Purchase Agreement

County must enter into a JTI Purchase Agreement if you wish to use this Software.

3. License Restrictions

County may not make or distribute copies of the Software, or electronically transfer the Software from one (1) computer to another or over a network other than to make backup copies of the Software or to install, for County use, the Software on new or replacement networks or hardware pursuant to Section 1 above. County may not release proprietary Software information such as Software database schemas or Software technical specifications. County may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. County may not rent, lease or sublicense the Software. County may not modify the Software or create derivative works based upon the Software. County may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

4. Ownership

The foregoing license gives you, the County:

- a. Limited perpetual and irrevocable right to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and JTI retains title to, the Software, any JTI Run-Times libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by JTI.

- b. Responsibility for the data entered and modified while using the Software. JTI shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the County.

5. Disclaimer of Warranty and Limitation of Liability

- a. Warranty for the Software shall be defined in the Purchase Agreement.

- b. No oral or written information or advice given by JTI, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.

- c. During the warranty period set forth in the Purchase Agreement, JTI will supply you, the County, with a replacement copy of the Software that substantially conforms to the documentation, provides a replacement for defective media, or direct you to an Online Download Site, at its option. JTI shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of the use of the Software with other than a recommended hardware or software configuration.

- d. JTI shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if JTI or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

- e. JTI total liability (if any) to County for actual damages for any cause whatsoever will be limited to the amount paid by County for the software that caused such damage.

Exhibit H
Statement of
Work

Weber County Attorney's Office ("Client")

and

Journal Technologies, Inc.
("JTI")



Statement of Work

Transitioning Client's Hosted Services to JTI-Independent Hosting Infrastructure

This Statement of Work (SOW) sets forth the framework to transition Client's existing hosted services, such that after the date of transition, the hosted services will be independent of JTI software, control, access, and any maintenance and support previously supplied by JTI thereof. This SOW is incorporated into the agreement executed as of March 3, 2015 between the parties (the "Contract"), by a subsequent execution by the parties of an Amendment to the Contract.

Section 1. Introduction

This SOW describes the general scope of the project, tasks and assignment of responsibilities.

The parties acknowledge that Client's cloud-hosted system, as of the date of execution of the Amendment, exist on shared servers owned by JTI. Under this SOW, JTI will transfer Client's JustWare system and data to dedicated servers owned and managed by Tonaquint, a third-party vendor.

Once the transition completes, JTI shall fully and irrevocably (except as otherwise agreed by the parties in a subsequent written contract) cede control and access over Client's JustWare system, and be relieved of all maintenance and support obligations that had been performed by JTI therefor prior to the transition. Subject to the dependencies herein, JTI estimates completion of this SOW by August 1, 2022.

Section 2. Tasks to be Performed under this SOW

- A. Prior to execution of this SOW, Client shall have contracted with Tonaquint for its provision of dedicated virtual servers to which JTI can transfer Client's JustWare system and data.
- B. JTI shall perform necessary configuration to transfer Client's JustWare system to the Tonaquint-provided dedicated virtual servers.
- C. Once the necessary configuration is performed, JTI shall install Client's JustWare system on, and shall copy Client's data to the Tonaquint-provided servers.
- D. JTI shall install SSL certificates that shall be provided to JTI by Client. Client shall provide an SSL certificate for both the Report Server, as well as the Web Server (unless Client has a "wildcard" certificate that can be used on both).
- E. JTI will perform hand-off to Client; as part of which Client or Client's third-party vendor Tonaquint shall remove JTI access to the new servers.

Section 3. Project Fees

The professional services for the transition set forth above shall be \$7,000 and payable upon the completion of this project, but no later than 30 days from the date of invoice.

Section 4. Project Management

JTI will keep the Client updated on the status of the transition. The Client will have access to JTI's internal issue tracking system to view updates on items that have been submitted.