

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 the **Weber County Attorney’s Office**, (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 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **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.

1.4 **eProsecutor[®] 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.

1.5 **Legacy System** means the proprietary computer software program JustWare and related software, which Licensee licensed from Licensor prior to the Effective Date of this Agreement, and which Licensor is replacing under the terms of this Agreement with the Licensed Software. For the avoidance of doubt Licensee shall continue to use the Legacy System under the terms of a separate agreement between the parties until the date of eProsecutor[®] Go Live.

1.6 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A (“LICENSE, MAINTENANCE AND SUPPORT FEES”), eProsecutor[®], together with all related Documentation.

1.7 **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”).

1.8 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;
- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
 - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
 - (b) take appropriate steps to ensure the accuracy of Customer Data;
 - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
 - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.9 **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.

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

1.11 **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.

1.12 **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.

1.13 **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 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 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 for such Users 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.

2.2.1 License Term. The License Term shall commence on the date of initial eProsecutor[®] Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such eProsecutor[®] Go Live 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 have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of final eProsecutor[®] 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 Licensors 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 must be paid prior to initial eProsecutor® Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensors, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensors 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 shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensors regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensors or one of its agents or contractors). Section 6.2 (“Licensors’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensors or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensors 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 Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensors and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and provide the completed form to Licensors for submission to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensor to provide hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit D (“HOSTED SERVICES”), and to Licensee’s payment of the requisite hosting and storage fees referenced therein and set forth in Exhibit A for all periods during which Licensor provides Hosted Service, in addition to Licensee’s payment of the License, Maintenance and Support Fees in accordance with Section 2.2.2 and Exhibit A. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit D to this Agreement upon Licensee’s request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.

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 the Licensed Software and its Public Portal 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. Support for interfaces provided by Licensor using the Licensed Software’s application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following eProsecutor® Go Live. 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. Notwithstanding anything to the contrary in the foregoing, any technical assistance for configuration, conversion or interfaces provided by Licensor using the Licensed Software’s application programming interface (API) is available by the same contact methods and during the same times as set forth in the first sentence of this subsection and for ninety (90) days following eProsecutor® Go Live.

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.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit C ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

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 use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") 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 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

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) 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 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, ONE-AND-ONE-HALF (1.5) MULTIPLIED BY THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM. MOREOVER, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF

THE SUBJECT MATTER OF EXHIBIT D OR THE HOSTED SERVICE PROVIDED FOR THEREIN EXCEED, IN THE AGGREGATE, ONE-AND-ONE-HALF (1.5) THE TOTAL AMOUNT OF HOSTING FEES PAID HEREUNDER TO LICENSOR FOR THE PRIOR TWELVE MONTHS OF THE HOSTING TERM.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials 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 any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and shall cooperate with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

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 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 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, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), 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, the Professional Services 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, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) 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, 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.
915 East First Street
Los Angeles, CA 90012
Attention: Maryjoe Rodriguez, Vice President

and

Munger, Tolles & Olson LLP
1155 F St. NW
Washington, DC 20004
Attention: Brett Rodda

To Licensee: Attention Name: Jamie Pitt
Title: Technical Specialist
Email: jpitt@co.weber.ut.us
Phone: 801-399-8672

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; provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by

operation of law, without the prior written consent of Licensee. 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 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 Litigation. Any dispute that is not otherwise resolved by meeting or mediation may be brought before a Utah state court within Davis County, Utah.

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 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other

industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, epidemics, or pandemics.

8.8 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 Utah without giving effect to its conflict of law principles.

8.9 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.

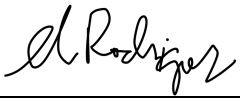
8.10 Entire Agreement. This Agreement, together with the Professional Services Agreement and all Exhibits attached hereto and thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, the preceding sentence does not and shall not be interpreted to supersede any existing written contracts between the parties relating to JustWare, which contracts shall be governed solely in accordance with the terms of such contracts.

8.11 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

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

JOURNAL TECHNOLOGIES, INC:

By: 

Date: 3/16/2021

Printed Name and Title: Maryjoe Rodriguez, Vice President

WEBER COUNTY ATTORNEY'S OFFICE:

By: _____

Date: _____

Printed Name and Title: _____

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY:

By _____

Date _____

James "Jim" Harvey, Chair

Commissioner Harvey voted _____

Commissioner Jenkins voted _____

Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County

EXHIBIT A
LICENSE, MAINTENANCE AND SUPPORT FEES

The parties hereby acknowledge that the Licensee, at the time of this Agreement's execution date, is responsible for paying maintenance and support fees for the Legacy System in accordance with terms of a separate agreement. Such fees, attributable to Licensee's thirty-four (34) migrating Legacy System users and for the Legacy System annual term November 1, 2020 to October 31, 2021 total \$59,323.48 (\$43,393.35 for JustWare support and \$15,930.13 for hosting services). The parties further acknowledge that, pursuant to terms and conditions of the separate agreement referenced just above relating to the Legacy System, Licensee will continue making such payments subject to annual increases not to exceed five (5) percent, until the date of eProsecutor[®] Go Live as that term is defined in this License Agreement's Section 1.4 ("eProsecutor[®] Go Live"). At the date of eProsecutor[®] Go Live, the total annual License, Maintenance, and Support Fees will be due for the Licensed Software. At the same time, there will be a corresponding pro-rata credit of the Legacy System fees. After the date of eProsecutor[®] Go Live, Licenser will no longer provide maintenance or support for the Legacy System, and Licensee will no longer be obligated to pay Licenser fees in relation to the Legacy System, with the exception of any outstanding or unpaid fees that accrued prior to the date of eProsecutor[®] Go Live.

eProsecutor[®]

- 1. Licensed Software: eProsecutor[®].** The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.
- 2. Annual eProsecutor[®] License, Maintenance and Support Fees: \$50,000** (and adjusted for any CPI increase after the first year), which includes:
 - (a) Licensed Software licenses for up to a total of 38 agency Users (i.e., Users identified in clause (a) of the definition of "User" in Section 1.12).
 - (b) 8 additional licenses (i.e., 20% of agency Users) for unlimited use of the Public Portal by other governmental agencies including those accessing the Licensed Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such "User" definition).
 - (c) 4 additional licenses (i.e., 10% of agency Users) for unlimited use of Public Portal by public Users (i.e., Users identified in clause (c) of such "User" definition).

For a total of up to 50 User licenses.

If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual License, Maintenance and Support Fee of \$50,000:

Pricing Table for System User Licenses for Centralized System

User Groups*	User Licenses	Annual License, Maintenance and Support Fees	
		Per License	For Group
1-50	50	\$ 1,000	\$ 50,000
51-100	50	800	40,000
101-200	100	700	70,000
201-500	300	500	150,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

An annual CPI adjustment will automatically be applied to the annual License, Maintenance and Support Fees for each year of the License Term after the first year.

3. Annual eProsecutor® Hosting and Storage Fees: \$40,000 (and adjusted for any CPI increase after the first year), which includes 1TB of database storage, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee’s usage, and pursuant to the table set forth below. Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Journal Technologies.

All Cloud Storage fees are NON-REFUNDABLE for any reason. Journal Technologies will NOT refund, and will not be obligated or required to refund, any storage fees under any circumstances.

A. DOCUMENT STORAGE

1. PRICING/FEEES

Service	Price per month
Storage	\$0.093 per GB

2. PAYMENTS

Journal Technologies automatically bills customers on a monthly basis. Customers are required to have a valid payment method managed on our PCI-compliant eSupport website (PCI DSS v3.2.1). Two methods of payment are accepted:

Card Payments - Any card issued by Visa, MasterCard, Discover or American Express. This includes credit cards, debit cards and pre-paid cards (“pCard”). PIN-based debit cards are not accepted. A processing fee of 3% of the total monthly cost will be added for payments made using cards.

eCheck - Customers with US bank accounts can use Automated Clearing House (ACH) transactions as a payment option. A processing fee of \$5 will added for payments made using eCheck.

If the number of agency Users increases or decreases, the annual Hosting and Storage Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual Hosting and Storage Fees of \$40,000:

Pricing Table for System User Licenses for Centralized System

User Groups*	User Licenses	Annual License, Maintenance and Support Fees	
		Per License	For Group
1-50	50	\$800	\$40,000
51-100	50	500	25,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

Payment of the Annual Hosting and Storage Fees shall be subject to the same payment schedule as the annual License Fees and shall also be subject to an annual CPI increase adjustment. For the avoidance of doubt, Licensee shall continue to pay both the annual License Fees and the support services fees in addition to the Annual Hosting and Storage Fees.

In addition to the annual Hosting and Storage Fees that will be charged during the License Term as set forth above, if Licensee elects to have Licensor host the data conversion testing environment during the project implementation phase prior to Go Live, then Licensee shall pay Licensor a monthly fee of \$3,300/month for such hosted services provided prior to Go Live (but there shall be no monthly fee payable for the first two months of such pre-Go Live hosted services). The aggregate total monthly fees for such pre-Go Live hosting services (which shall be pro-rated for any partial month) shall be payable by Licensee in two equal installments, the first payable prior to Go Live with Licensee’s payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the License Term, and the second payable upon the first anniversary of the date of Go Live with Licensee’s payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the second year of the License Term.

EXHIBIT B AND EXHIBIT C
[RESERVED]

EXHIBIT D
HOSTED SERVICES

Licensor Hosting. In consideration for Licensee's payment to Licensor of the Annual Hosting and Storage Fees (in addition to the Annual License, Maintenance and Support Fees) set forth on **Exhibit A**, Licensor will provide Licensed Software hosted services (the "**Hosted Services**"), which Licensee may access via an Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this **Exhibit D** shall have the respective meaning given to them in the Agreement.

Licensor Responsibilities. Licensor's responsibilities with respect to the Hosted Services are as follows:

- a. Provide infrastructure for the hosting of Licensee data.
- b. Provide Maintenance of the Hosted Services.
- c. Provide services as described in this **Exhibit D**.
- d. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

- a. Pay the Annual Hosting and Storage Fees listed in **Exhibit A**.
- b. Provide a secure internet connection between Users and the hosted environment that meets necessary bandwidth requirements.
- c. Licensee is solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.
- d. Accept that Licensee and any and all third parties associated to the Licensee (i) will never have direct, privileged access to Licensor's hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc) and accordingly (ii) are restricted from installing or requiring installation of third party software.

- e. Accept that each hosted instance allows for one (1) terabyte of database storage. Licensee will be notified when database storage usage thresholds exceed 80% of the then available storage and the database storage will automatically be expanded in accordance with **Exhibit A**. Additional database storage may be pre-purchased at any time.
- f. Have and maintain the following workstation configuration requirements:

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Any
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Ethernet NIC
Operating system/version	Windows 7 or 8/8/1 or later
Other required software and versions	Browser of Licensee's choice. Supported browsers IE 10+, Firefox, Chrome, Edge. Java Runtime Environment 7 for printing.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format); MS Outlook.

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage*. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.

Licensor leverages world class cloud infrastructure providers like Amazon Web Service (AWS) and Microsoft Azure to host Licensee data and software. These companies provide state-of-the-art compute power, storage and security. Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

FLEXIBLE COMPUTE POWER

Licensor provides and configures flexible compute power to meet Licensee's needs during the life cycle of the implementation and during live production. Licensor rapidly scales and deploys compute power, memory, and storage to meet Licensee's changing needs.

DATABASE STORAGE

One terabyte (TB) of database storage is included with the hosting service. Additional database storage is always available and is automatically provisioned when required. At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and adjusts the storage cost for the next period, per the database storage rate table in **Exhibit A**.

Copies of the systems database are available upon request for a transfer fee of \$300 dollars and are provided as an MS SQL Backup file. Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

DOCUMENT STORAGE

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensees can store any number of documents and are automatically billed according to the rate table in **Exhibit A**. Each document object can be up to 5 TB in size and is replicated automatically across multiple data centers for redundancy. All objects are versioned protecting data from the consequences of unintended overwrites and deletions.

To manage document storage billing, the Licensor will make available a self-service support portal ("eSupport") that will provide the Licensee the ability to (i) view their current and past document storage metrics, (ii) manage their payment information for automated billing and (iii) view previous payment receipts. The Licensor will be notified Licensee when monthly receipts are available for download. Please note, that this portal will only be used to manage Document Storage billing. The license fees, hosting fees, additional database storage billing and payments shall not be available via this portal.

Copies of the systems complete document file store are available upon request for a transfer fee of \$0.159 USD per GB. Extraction requires up to 10 business days to process. For this extraction, all documents and other digital files stored in the case management system will be copied to an encrypted hard drive and delivered via a certified carrier.

SECURITY

Secure Hosted Environment - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Microsoft Azure provides similar services and security.

Data Security – Licensee’s data is always encrypted at rest.

Data Transport Security - The connection to Licensee’s location is established using a site to site virtual private network (VPN) with FIPS 140-2 compliant encryption available or by using the secure HTTPS protocol. Licensee’s data is always encrypted while in route to or from the cloud servers.

Vulnerability Scans – Licensor runs nightly vulnerability scans on our hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server they never use, accounts running scripts they previously did not, etc.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee’s property during and after the lifetime of the hosting contract. Licensor never makes Customer Data available to third-parties or uses it internally except to support Licensee’s operation.

DATA BACKUPS

Licensor backs up Licensee’s production database every two hours to storage media in Licensor’s primary hosting region. At the end of the day, the 00:00 (UTC) backup is archived, and the other hourly backups are overwritten the next day. Licensor maintains fourteen days of archival data backup.

This provides a Restore Point Objective (RPO) of two hours or less.

Licensor snapshots Licensee’s running Compute Instances (CI) once every 24 hours and rotate the CI backups every three business days.

Both data backups and CI snapshots are “encrypted at rest” with FIPS 140-2 compliant encryption techniques.

DISASTER RECOVERY (DR)

Licensors provides for disaster recovery by exporting Licensee’s data backup to a geographically remote hosting region. These database backups rotate every six hours at 00:00, 06:00, 12:00 and 18:00 UTC.

Licensors snapshots Licensee’s running compute instances once every 24 hours and export those snapshots to a remote hosting region. Compute instance backups rotate every three business days.

This provides a DR Restore Point Objective (RPO) of six hours or less and a Recovery Time Objective (RTO) of twenty-four hours or less.

If Licensors’s primary hosting region is not available for a period of two hours or more, Licensors begins the process of failing over to Licensors’s remote regions.