

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Journal Technologies**”), and the County of Solano, a political subdivision of the State of California, on behalf of its Department of Information Technology and Probation Department (hereinafter “**Client**”), is made as of the date executed by both Journal Technologies and Client (the “**Effective Date**”).

Whereas:

(a) Journal Technologies and Client (namely the County Probation Department) entered into a preexisting professional services agreement dated June 29, 2017 (the “Original PSA”); and

(b) Journal Technologies has certain obligations from the Original PSA, which remain outstanding and in need of fulfilment and are identified in Exhibit B to this Agreement (the “Remaining Work”); and

(c) Journal Technologies and County Probation Department entered into a preexisting software license, maintenance and support agreement dated June 28, 2018 (the “Original License Agreement”), and both parties have been performing their respective obligations thereunder up to this date; and

(d) Journal Technologies has certain obligations from the Original License Agreement which remain outstanding and in need of fulfilment and are identified in the same Exhibit B described in recital (b) (these obligations are likewise embraced by the term “Remaining Work”); and

(e) Journal Technologies and the County of Solano, on behalf of its Department of Information Technology and District Attorney’s Office, entered into a separate software license, maintenance and support agreement dated June 19, 2025; and

(f) Journal Technologies and the County of Solano, on behalf of its Department of Information Technology and District Attorney’s Office, entered into a separate professional services agreement dated June 19, 2025 (the “DA Contract”); and

(g) To ensure consistency and clarity across contracts between Journal Technologies and the County of Solano, Client wishes to enter into this Agreement, which is identical to the DA Contract, excepting the Remaining Work, and minor differences accounting for unique aspects of the Probation Department, e.g. certain Services it is engaging hereunder, defined in Exhibit A, and to have it fully supersede and replace the June 29, 2017 Original PSA Agreement as of the Effective Date, except that any obligations that constitute Remaining Work shall survive and remain in full force and effect until satisfied, as outlined more fully in Exhibit B; and

(h) Client wishes for Journal Technologies to perform certain Services defined herein (in Attachment A) to migrate Client's Licensed Software from an on-premises environment to a cloud-based environment to be managed by Journal Technologies.

Now, therefore, in consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 **Go Live** has the meaning ascribed to such term in the License Agreement.

1.3 **License Agreement** means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4 **Licensed Software** has the meaning ascribed to such term in the License Agreement.

1.5 **Project** means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work.

1.6 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Statement of Work attached hereto as Exhibit A for the on-premises-to-cloud-hosting Services, or in the applicable Statement of Work for additional Services.

1.7 **Services** means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Agreement.

1.8 **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Agreement.

2. SERVICES

2.1 **Projects.** Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client. As part of this Agreement, Journal Technologies agrees to perform the on-premises-to-cloud-hosting Services defined in Attachment A hereto.

2.2 Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or Exhibit A hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Procedure for Agreement upon Statements of Work.

2.3.1 Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2 Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.3.3 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4 Journal Technologies' Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, 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 indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.5 Status Reporting. Journal Technologies shall provide biweekly (i.e. once every two weeks) status reports, except as may be otherwise agreed, and such reports shall be in accordance with the mutually-established project communication plan and shall align with Solano IT Project Delivery standards. Additionally, if necessitated outside of the normal cadence described in the prior sentence, these reports can be provided to Client upon reasonable request therefor.

2.6 Status Meetings. Pursuant to mutually-established project communication plan, Journal Technologies shall hold recurring status meetings as per communication plan with Client

management in order to review the status of Journal Technologies activities.

2.7 Client Responsibilities; Timeliness. Client acknowledges that the implementation of the Licensed Software, and the ability to meet Project timelines and other milestones, is a cooperative effort requiring the time and resources of both Client's personnel, and that of Journal Technologies. Client agrees to use all reasonable efforts to timely complete its responsibilities defined in the applicable Statement of Work, and to otherwise cooperate with and assist Journal Technologies as may be reasonably required to meet agreed-upon Project timelines and other milestones.

2.8 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.9 Go Live. The occurrence of each Go Live of the Licensed Software for a Project shall not occur until Journal Technologies has provided and met, with the cooperation and assistance of Client as described in the Statement of Work for the Project, all Deliverables and requirements expressly set forth in the Statement of Work for the Project and any documents or plans mutually-agreed upon in relation thereto. Prior to Go Live, the Client will confirm adherence and sign an acceptance document recognizing that the Project Deliverables provided satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in such a writing signed by both parties in connection with such Go Live. If Client elects not to sign an acceptance document but nonetheless proceeds to Go Live for a Project, Client shall be deemed to have agreed that the Project Deliverables provided by Journal Technologies meet all applicable requirements therefor, except as expressly set forth in a writing signed by both parties.

2.10 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all Journal Technologies' data, Journal Technologies' materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement. For the avoidance of doubt, all rights, title and interest in Customer Data (as that term is defined in the License Agreement) remains with Client throughout and after the term of this Agreement.

3. WARRANTIES

3.1 Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 Warranty of Law. Journal Technologies warrants and represents that to the best

of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 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. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. For the avoidance of doubt, all contemplated and agreed-to fees as of the Effective Date hereof are fully set forth in Exhibit A. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies’ normal billing practices at the time, on a time-and-materials basis, with hourly rates at the contracted rates within this Agreement’s term. Any additional expenses will require in-advance negotiation and approval from Solano, and charged at the cost cited in the preceding sentence, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for Service Fees for the Licensed Software shall become due at after Deliverable acceptance and payable net 45 from the date of valid invoice submission. Acceptance for the Go Live Deliverable will precede or occur no later than final Go Live of the Licensed Software for such Project Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW, 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, CLIENT’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, ONE-AND-ONE-HALF MULTIPLIED BY (1.5x) THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW, IN NO EVENT SHALL JOURNAL TECHNOLOGIES’ TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING

OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, ONE-AND-ONE-HALF MULTIPLIED BY (1.5x) THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6. Insurance. JTI will comply with the insurance requirements set forth in Exhibit C, attached to and incorporated into this Agreement.

7. Confidentiality

7.1 Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

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

7.3 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.

7.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) 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, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal

Technologies or Client, as the case may be, is required to disclose by law or legal process.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 (“Term and Termination”).

8.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

8.3 Termination by Journal Technologies.

8.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of undisputed amounts due when the same are due, and such failure continues for a period of sixty (60) days after written notice thereof by Journal Technologies to Client.

8.3.2 Other Client Defaults. Journal Technologies may terminate 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 Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

8.4 Termination by Client. (a) For Default: Client 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 Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy. (b) Non-Appropriation: The Client may terminate this Agreement, or any part of the Agreement or the Statement of Work, without prejudice to any right or remedy of the Client, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent amendment, the Client may, upon written notice to Journal Technologies, terminate this Agreement in whole or part.

8.5 Effect of Termination. Termination of this Agreement or any Statement of Work 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. Within sixty (60) days after the effective date of any such termination, Client shall pay Journal Technologies’ undisputed fees and expenses at its agreed upon current rates for all Services rendered under the

applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 (“Confidentiality”) shall survive the termination of this Agreement.

9. GENERAL

9.1 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.

9.2 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 Journal Technologies:

Journal Technologies, Inc. 915
East First Street
Los Angeles, CA 90012
Attention: Danny Hemnani, CEO; and

Baker McKenzie LLP
815 Connecticut Ave, NW
Washington, DC 20006
Attention: Brett Rodda

To Client:

Dept of Information Technology
675 Texas Street, Suite 3700,
Fairfield, CA 94533
Attention: Timothy P Flanagan, CIO; and

Solano County Probation Department
475 Union Ave
Fairfield, CA 94533
Attention: Dean Farrah, Chief Probation Officer

9.3 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.

9.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. 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 a material breach and 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.

9.5 Dispute Resolution. The parties will initially attempt to resolve any dispute arising under or related to this Agreement as follows, with the costs of any mediation to be shared equally by both parties:

9.5.1 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.

9.5.2 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. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies 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.

9.5.3 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.

9.6 Supersession; Survival of Certain Obligations. This Agreement fully supersedes and replaces the Original PSA as of the Effective Date, and the Original PSA shall thereafter be of no further force or effect. Notwithstanding the foregoing, any obligations of Client to pay for Services performed thereunder or fees accrued by Journal Technologies under the Original PSA prior to the Effective Date shall survive such supersession until fully satisfied. Further, any obligations of Journal Technologies constituting Remaining Work shall survive and remain in full force and effect until satisfied, as outlined more fully in Exhibit B, incorporated by this reference. In addition, only those provisions of the Original Agreement that are expressly stated to survive termination or expiration, including but not limited to those provisions in Exhibit B, or that by applicable law must survive, shall continue in effect, and solely to the extent necessary to give effect to such obligations. All other rights, obligations, and provisions of the Original Agreement are hereby terminated and rendered null and void as of the Effective Date.

9.7 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) due to causes beyond its reasonable control, including but not limited to acts of God, government restrictions, war, insurrections or natural disasters.

9.8 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 California without giving effect to its conflict of law principles.

9.9 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts, and for undertaking security background screenings prior to their hiring or ensuring the same has been done by any involved subcontractors for their personnel. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

9.10 Off-Shoring. Journal Technologies may, at its option, and with county's permission elect to have certain Services described in this Agreement, and any Statement of Work entered into hereunder, performed by its personnel located outside of the United States; provided, however, that no Customer Data (as such term is defined in the License Agreement) shall be sent or stored to locations outside of the defined territories of the United States.

9.11 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.

9.12 Entire Agreement. This Agreement, together with the License 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, except that any obligations that constitute Remaining Work shall survive and remain in full force and effect until satisfied, as outlined more fully herein in Exhibit B.

9.13 Counterparts. This Agreement and any Statement of Work 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: 5/6/26

Printed Name and title: Brian Cardile, Corporate Secretary

SOLANO COUNTY ADMINISTRATOR:

By: _____ Date: _____

Printed Name and Title: Ian M. Goldberg, County Administrator

DEPARTMENT OF INFORMATION TECHNOLOGY:

By: Timothy Flanagan _____ Date: 05/13/2026

Printed Name and Title: Timothy P Flanagan, CIO

Exhibit A: Statement of Work

Solano County Probation

and

Journal Technologies, Inc.



Section 1 – Introduction

This Statement of Work (“SOW”) effective as of the date of last signature below sets forth the framework to implement the eProbation On-Premise Environment migration to AWS GovCloud for Solano County, a political subdivision of the State of California, on behalf of its Probation Department and Department of Information Technology (herein referred to as “Client”), by Journal Technologies, Inc. (hereinafter referred to as “JTI”).

This SOW describes the scope of the project, its phases, and assignment of responsibilities, as well as the required deliverables by the Client and JTI.

Section 2 – Project Scope and Definition

2.1 Project Scope

The project scope includes requirements, development, testing and delivery of on-premises database and file migration (eProbation environments) to AWS GovCloud for the Client.

Applications/Environments	
	<ol style="list-style-type: none"> 1. eProbation Production 2. eProbation UAT/Test (AUX) 3. Public Portal 4. File Migration
Databases	
	<ol style="list-style-type: none"> 1. eProbation Production 2. eProbation UAT/Test (AUX) 3. Public Portal
Interfaces (JTI Cloud Hosting does not allow incoming SQL connections/views that are currently deployed within the On-Premise environment)	
	<ol style="list-style-type: none"> 1. ARIES – Out of Scope 2. ATIMS <ol style="list-style-type: none"> a. Arrest Notification b. Booking Roster (Sheriff) c. Alternatives to Custody (ATC) Report 3. CE Assessments, CE Planning, CE Programs and CE Provider (Catalis, formerly Automon) - Out of Scope 4. DCSS - Out of Scope 5. Level II MAGUS 6. OffenderLink 7. Sentry 8. Contexte (CourtCal) – eCourt events 9. eCourt Pretrial E2E 10. eCourt E2E Justice Partner View

	11. TouchPay
Active Directory/SSO - eProbation access	
	<ol style="list-style-type: none"> 1. LDAP/AD <ol style="list-style-type: none"> a. Entra ID (MS AD cloud Single Sign On) for eProbation environment
VPN/Whitelisting – Options:	
	<ol style="list-style-type: none"> 1. VPN: Site-to-site VPN with end point devices and configuration/Data in transit 2. Whitelist general user IP Range

The migration scope includes the transition of all on-premises application and database components related to the eProbation environment to the JTI-hosted AWS GovCloud platform. This encompasses:

2.1.A Applications:

- eProbation Production, UAT/Test (AUX), Public Portal and File Migration

2.1.B Databases:

- Associated databases for each application.
 - Databases contain ALL the current configuration, workflow processes, and current client data will be migrated to the AWS GOV Cloud Database and Application Server
 - Documents and files stored in the DMS will be migrated to the AWS GOV Cloud S3 storage.
 - Public Portal environment will be transferred to the AWS GOV Cloud Application Server.

2.1.C Interfaces:

- Integration with external systems currently utilizing SQL views:
 - ARIES: **Out of Scope**
 - ATIMS
 - CE Assessments, CE Planning, CE Programs and CE Provider (Catalis, formerly Automon): **Out of scope**
 - DCSS: **Out of Scope**
 - Level II MAGUS
 - OffenderLink
 - Contexte (CourtCal): **Replaced with E2E**
 - TouchPay
- Due to JTI Cloud Hosting restrictions, inbound SQL connections/views are not permitted, requiring alternative secure data exchange methods for an additional cost as identified in Section 3.1.B.
- Client has provided interface specifications and requirements attached to this SOW as individual appendixes.

2.1.C.1 Interface Narratives

- ARIES
 - Client no longer requires this interface.
- ATIMS
 - The integration between Solano County's Jail Management System (ATIMS) and the Probation Case Management System (eProbation) facilitates the exchange of **arrest, custody, and custody status data** to support probation officer notifications, pretrial services, and Alternatives to Custody (ATC) program operations. Currently, these interactions rely on direct database connections and file exchanges between on-premise systems. With the transition to cloud-hosted environments, new methods such as secure file transfer or API services will replace legacy connections to ensure reliability and vendor support.

Exchange 1 – Arrest Notification

When an individual is booked in ATIMS, the system attempts to identify a match in eProbation and notifies the assigned probation officer. In the future model, ATIMS will generate a structured booking record (XML/CSV) and securely deliver it to eProbation. eProbation will process the record, send notification emails to the responsible officer(s), and optionally create in-application alerts or queue cases for manual review. This shift centralizes notification handling in eProbation, improves reliability, and removes dependencies on direct email integration and synchronous system availability.

Exchange 2 – Booking Roster

Today, eProbation directly queries ATIMS for recently booked individuals to populate its Booking Roster. In the new design, the same booking feed used for arrest notifications will also populate the Booking Roster, therefore eliminate duplicate data paths and reduce maintenance overhead. This approach consolidates processes to a **single inbound booking feed** from ATIMS.

Exchange 3 – Alternatives to Custody (ATC) Report

ATC officers currently generate a Crystal Report by merging ATIMS custody data with eProbation case information through direct database queries. In the future model, integration options include either (1) implementing an API call from ATIMS to eProbation at runtime for real-time case data retrieval and report merging, or (2) making ATC-related data available through an eProbation portal for officers to access directly. Both approaches eliminate the dependency on direct database connectivity and support modern, cloud-hosted operations.

Collectively, these redesigned interfaces will provide a **modern, secure, and supportable integration** between ATIMS and eProbation, ensuring uninterrupted delivery of arrest notifications, pretrial case intake, and custody program reporting in a cloud environment.

- CE Assessments, CE Planning, CE Programs and CE Provider (Catalis, formerly Automon)
 - With the replacement of Catalis (formerly Automon) functionality defined as an existing deliverable, **Client is opting to forgo development** of this interface when migrating to hosted services.

- DCSS
 - Client no longer requires this interface.

- Level II Magus
 - The CLETS interface provides an outbound integration between Solano County Probation’s eProbation case management system and the County’s Message Switch System (LTI MAGUS), which connects to DOJ CLETS and local law enforcement CAD/dispatch platforms. This interface enables law enforcement agencies to receive timely probation “CLETS returns” directly through their existing systems, eliminating the need to separately query eProbation.

The return includes essential demographic information, officer safety alerts, case status, probation conditions, and supervising officer assignments for adults and juveniles on probation or with pending cases. Information is concise and standardized, ensuring compatibility with CLETS while prioritizing officer safety and operational efficiency.

The interface will be implemented using a REST API–based approach, replacing legacy SQL views with modern eProbation views. It is triggered automatically when designated CLETS queries (e.g., person checks) are detected by MAGUS, parsed for required identifiers, and routed to eProbation. Responses are then returned through MAGUS to the originating law enforcement system. If, and where possible, JTI will leverage the eCourt configuration of their interface with Level II Magus.

- OffenderLink
 - The OffenderLink interface is a **bi-directional, file-based integration** between eProbation and the OffenderLink supervision platform, supporting both client enrollment and supervision activities. The interface enables probation staff to enroll, update, suspend, or remove clients in the OffenderLink program directly from eProbation, while also importing program updates and appointment notifications from OffenderLink back into eProbation.

On the **outbound side**, eProbation generates nightly data extracts (e.g., offender, sentence, offense, warrant, employment, and appointment files) that are securely transmitted via SFTP to OffenderLink. These files ensure that clients enrolled in OffenderLink — including those under specialized caseloads such as Pretrial and Domestic Violence — are properly flagged and synchronized. Data rules handle multiple phone numbers, addresses, and caseload assignments, with specific exclusions to maintain program alignment.

On the **inbound side**, OffenderLink provides nightly files containing client updates and appointment information, which are processed into eProbation. This supports **automated client notifications** (e.g., Pretrial appointment reminders) and ensures probation officers

can view accurate supervision data within eProbation. Business rules in eProbation govern file exchange, validation, and data mapping to guarantee completeness and consistency.

JTI will **leverage configuration patterns and lessons learned from prior implementations** with FieldWare (OffenderLink’s vendor) and other JTI customers to streamline development, reduce risk, and ensure that the OffenderLink integration is deployed efficiently and in alignment with industry best practices.

This interface replaces legacy file exchanges with modernized processes while retaining the same program workflows. It ensures accurate enrollment management, supports court-ordered supervision, and enhances client engagement through automated notifications — all while leveraging secure, auditable file transfer mechanisms suitable for a cloud-hosted environment.

- Cordant/Sentry

- The Cordant Sentry integration is an **inbound SOAP API interface** that delivers drug test results from Cordant’s certified laboratory system directly into Solano County’s eProbation case management system. This interface supports probation operations by ensuring timely, secure, and accurate transmission of laboratory data for individuals under supervision.

Cordant transmits drug test results using a SOAP-based service (getResults method), with end-to-end encryption via TLS 1.2. Results include demographic and case identifiers (e.g., case number, name, DOB), group assignments, test metadata (date ordered, date tested, lab number, type, and status), and detailed drug results. These results are imported into eProbation every 30 minutes through an automated business rule, populating a **read-only Drug Test form** within the application for officers to review.

In the new cloud-hosted model, no functional changes are required to the interface itself — only updates to endpoints and connectivity configurations. This maintains existing workflows while ensuring compatibility with cloud infrastructure and CJIS-compliant security requirements.

The Cordant Sentry interface ensures that probation officers have seamless access to certified lab test results within eProbation, enhancing reliability, eliminating manual data entry, and supporting supervision, compliance monitoring, and court reporting needs.

- CourtCal (Contexte)

- The Court Calendar interface is an **inbound integration** that delivers court scheduling and outcome information from Solano County’s court systems into eProbation. This integration ensures that probation staff have timely and accurate visibility into hearings, case events, and related outcomes without relying on paper-based calendars or manual data entry.

Currently, the interface is supported by a combination of a file drop via ETL (from the Court system) and SQL Server jobs/tables (within Solano County) that capture future hearings and outcomes on a nightly basis. These records are then made available to eSuite applications within the county via read-only access.

The requested enhancement will modernize the interface by converting it into a **REST API-based integration**. Future court events will be delivered as they are scheduled, and past hearings will be updated with results or outcomes, using the **court case number as the primary identifier** for synchronization. This shift from batch-based database queries to event-driven API updates from eCourt ensures more timely and reliable availability of calendar data in eProbation.

JTI will **leverage prior experience implementing eSeries 2 eSeries API court calendar integrations** for other customers, applying proven patterns to Solano's requirements to streamline development and reduce risk. This will provide a secure, efficient, and supportable solution aligned with modern best practices and a cloud-hosted model.

- TouchPay

- The TouchPay interface is an **outbound, file-based integration** between eProbation and the TouchPay payment platform. This interface enables clients to make restitution, fines, and fee payments through multiple channels — including probation department kiosks and the TouchPay website — while allowing near real-time account balance lookups based on client account numbers.

On a scheduled basis (every 30 minutes), eProbation generates a **delimited text file** containing client account data (name, DOB, SSN, case type, account number, and balance due). These files are transmitted via **secure SFTP** to TouchPay, where they are used to update client accounts for payment processing. Each file is uniquely time-stamped, ensuring accurate reconciliation of records.

At the end of each business day, probation accounting staff reconcile payments recorded through TouchPay (website, kiosk, or in-person) against client balances in eProbation.

- eCourt Pretrial E2E

- The **Solano Pretrial – Court Data Exchanges project** enhances integration between eProbation and eCourt through a series of interfaces designed to streamline pretrial processes. The scope covers automated exchanges of case data, hearing outcomes, document submissions, status updates, and bench warrant handling, reducing manual workload while ensuring timely and accurate information sharing between the systems.

Key functionality includes the ability to carry arraignment case numbers from eCourt to eProbation for use in Pretrial Services Reports and Contracts, as well as exchanging post-arraignment status outcomes and supporting documents. eProbation gains the ability to submit pretrial documents directly to eCourt, with version control, acceptance/rejection handling, and confirmation receipts. Conversely, eCourt provides probation with updates on Pretrial Services status changes (e.g., continued or terminated) and the supporting court documents.

- eCourt E2E Justice Partner View

- Partner integration allows for running searches, folder views, headers, or document downloads from another agency or client's eSeries application. The partner application integration is done using APIs and requires that the partner application is a reachable

network to the calling eSeries application.

- The system provides three endpoints for doing partner integration:
 - Search API
 - Folder View / Header API
 - Document download

2.1.D Active Directory/SSO:

- Integration with LDAP/Active Directory utilizing Microsoft Entra ID (previously known as Azure AD) for Single Sign-On (SSO) for additional cost as identified in Section 3.1.B.

2.1.E VPN and Whitelisting options:

- Implementation of secure site-to-site VPN access, configuration of endpoint security, or IP range whitelisting for authorized user access.

2.2 Out of Scope

2.2.A Disclaimer on Scope Alignment

The exclusions listed below are consistent with the terms of the *Journal Technologies Software License, Maintenance, and Support Agreement* executed with Solano County.

Under that agreement, Journal Technologies provides maintenance and support for the licensed application software only, and not for customer-managed infrastructure, database systems, or custom code development outside of standard configuration capabilities within the Journal Technologies framework.

Any services or enhancements falling outside of this scope may be provided under a separate **Professional Services Agreement**, subject to mutual agreement of the parties.

2.2.B Out of Scope

The project will be limited to the scope of work described in **Section 2.1** (including the interface narratives and desired business outcomes described in Section 2.1.C.1 and 2.1.D). The following items are **expressly excluded** from the scope of this engagement and will not be provided under this Statement of Work:

1. Infrastructure and Database Support

- a. Any installation, maintenance, troubleshooting, or support related to **Solano County's on-premises infrastructure**, including but not limited to hardware, network configuration, database administration, operating systems, backup, and disaster recovery procedures.

2. Functional Enhancements Beyond Defined Scope

- a. Any requests that introduce **new business functionality**, workflows, or processes **not identified in Section 2.1**, or that modify existing functionality beyond the agreed scope.

3. User Interface and Aesthetic Changes

- a. Any requests pertaining to the **visual design**, layout, or styling (“look and feel”) of the application, except where explicitly specified in this SOW.

4. Unrelated or Unapproved Customizations

- a. Development or modification of **existing production configurations** or functions that are **unrelated to the defined project deliverables**, or the interfaces identified in Section 2.1.

5. Core or Source Code Development

- a. Any development or modification to the **core application codebase** or any component **not supported through standard configuration within the Journal Technologies framework**.
- b. Enhancements or changes requiring **alteration of base software modules, compiled code, or system architecture** are expressly excluded and would require a separate **Professional Services Agreement**.

2.3 Project Phases

The project will follow JTI’s standard methodology for migrating the Client’s on-premises environment to JTI-hosted AWS GovCloud. Regarding updates to current on-premises data exchanges needed to support AWS GovCloud security compliance, JTI will follow the process defined below for implementing initiatives.

- A new JIRA ticket will be created for each initiative, and time will be tracked against it, including time to document/assess the requirements.
- JTI and the client will evaluate current interface methods (e.g., SQL views, HTML/JSON APIs, SFTP CSV exchanges) and map relevant business processes and data flow dependencies
- Each initiative will be documented via an interface requirement or work request document. (see template in Appendix A, B).
- Upon receipt of the approved initiative, work request, or email, JTI will move the work into the configuration backlog for planning.
- JTI will complete the necessary work to deliver the initiative including unit testing of the solution.
- JTI shall develop and maintain a development schedule and provide the Client with at least one (1) week advance notice of initiatives that are expected to be ready for Client system testing in the following week, to allow the Client to identify and coordinate appropriate testing resources.
- Client will begin system testing against the requirements defined in the work request or email.
- Client will report issues to JTI where the delivered initiative does not match the requirements within 5 workdays.
- JTI will make the appropriate configuration changes to address the reported issues.
- In the event the solution requires development resulting in the need to upgrade to a later version of eSeries or the Portal, the software will be deployed to the TEST environment, and the Client system testing will include regression testing.
- For reported issues, testing and remediation shall consist of a maximum of two iterations, each not to exceed five (5) business days, unless a reported issue is outstanding which prevents the initiative from being moved to production.
- JTI (and/or Client) will schedule / move the initiative to production.
- Client will validate the initiative in production.

Lead Time: JTI requires a minimum of 45 days to plan, prepare, and provision environments in AWS GovCloud.

Section 3 – Project Cost and Billing

3.1 Cost

3.1.A JTI will bill the Client a one-time fixed fee of \$20,000.00 for eProbation application migration and \$10,000 for Public Portal migration services described in 2.1.A and 2.1.B.

3.1.B Additionally, JTI shall perform the services described in this SOW and identified in this section on an hourly rate, deliverable-based basis for a total not-to-exceed amount of \$180,000.00, for up to 900 hours of services.

The price includes 900 hours of services at a current rate of \$200/hr. and includes labor, analysis, configuration, testing, documentation, rework intended to deliver and obtain County acceptance of the deliverables, namely (i) . reconfiguring LDAP to use Microsoft Entra ID for Single Sign-On (SSO); and (ii) reconfiguring listed interfaces to use supported exchange methods as described in 2.1.C. This includes the analysis of current interfaces and the identification of existing data exchange methods (e.g., SQL views, HTML or JSON API exchanges, and CSV file transfers via SFTP).

Deliverables will be invoiced upon a milestone basis as defined below and upon signing of an acceptance document. The 900 required hours are guaranteed to be available at the current hourly rate (\$200/hr.) through December 31, 2026; any Services performed after that date shall be subject to JTI’s then-current rates (which may impact overall deliverable totals) and require an extension of this SOW.

Interface	Milestones	Amount
ATIMS	Requirements delivery and approval	\$20,000.00
	Delivery of first iteration into AWS testing environment	\$20,000.00
	First live production use (Go Live)	\$20,000.00
Level II MAGUS	Requirements delivery and approval	\$20,000.00
	Delivery of first iteration into AWS testing environment	\$20,000.00
	First live production use (Go Live)	\$20,000.00
OffenderLink (FieldWare)	Requirements delivery and approval	\$10,000.00
	Delivery of first iteration into AWS testing environment	\$10,000.00
	First live production use (Go Live)	\$10,000.00
Cordant/Sentry		\$0
Contexte (CourtCal): Replaced with E2E		\$0
TouchPay	Requirements delivery and approval	\$6,666.66
	Delivery of first iteration into AWS testing environment	\$6,666.67
	First live production use (Go Live)	\$6,666.67
eCourt Pretrial E2E		\$0
ECourt E2E Justice Partner View		\$0

LDAP/Entra ID	Acceptance by Client	\$10,000.00
<u>Interface SubTotal (900 hours)</u>		<u>\$180,000.00</u>
eProbation Application Migration	Acceptance by Client	\$20,000.00
Public Portal Migration	Acceptance by Client	\$10,000.00
<u>TOTAL SOW</u>		<u>\$210,000.00</u>

3.1.C Hosting fees will be assessed at a monthly pro-rated 1/12th the annual amount once the AWS GovCloud environment is created and accessible.

3.2 Billing Terms

The Client will be invoiced based on the payment milestones above, upon acceptance of each milestone found in the chart in section 3.1.B.

If additional scope or hours are deemed necessary by JTI and the Client, such changes will be documented through an approved Change Request or SOW amendment that defines the revised scope, deliverables, acceptance criteria, and associated hours and price prior to commencement of the additional work. It is intended for such additional hours to be invoiced monthly, but this invoicing detail will be as agreed in the SOW amendment referenced in the prior sentence. The Invoices shall reference the accepted deliverable and corresponding milestone; provided that if any future monthly invoices would be itemized by date, resource, hours, and service(s) provided.

Section 4 – Assumptions

Migration of the on-premises applications and databases for the Client is per the following assumptions:

- The client will provide security protocols/access to non-Production servers.
- The client will test in a non-Production environment.
- The client will provide security protocols/access to the Production server.
- The client will test in the Production environment.

Implementation of the hours dedicated to the above deliverables for the Client is per the following assumptions:

- JTI reserves the right to reject an initiative work request if it is determined to be out of alignment with the eSeries product roadmap or framework.
- The client will complete system testing and provide JTI with timely feedback.
- The client will complete regression testing if applicable.
- The client will complete a final validation of the delivered solution in the production environment.
- To the extent possible, the core eSeries solution will be utilized to be as efficient as possible.

Section 5 - Project Management

JTI will keep the Client updated on the status of the migration on a regular basis. The Client will have access to JIRA to view updates on items that have been submitted.

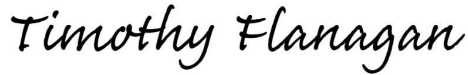
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.



05/13/2026

Dean Farrah, Chief Probation Officer
Solano County Probation
475 Union Avenue
Fairfield, CA 94533

Date

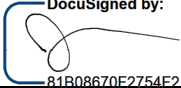


05/13/2026

Timothy Flanagan, CIO
Solano County Department of Information Technology
675 Texas St., Suite 3700
Fairfield, CA 94533

Date

DocuSigned by:



5/6/26

Jon Peek, Senior Director of
Professional Services
Journal Technologies, Inc.

Date

Appendix A – Sample Interface Requirement Document

Project Management

Interface Overview

Interface Narrative	<p>***SAMPLE***</p> <p>The inbound interface from eCourt, sends (or exports?) nine data files to be processed by eProbation. The files contain the following:</p> <ul style="list-style-type: none"> • Case Data • Defendant Information • Charging Documents • Arresting Officer Report (if available) • Events • Presentence Investigation Request • Charge Sentences and Conditions • Probation and Probation Conditions • Subsequent Court to Probation (Probation Violation Information, New or approved sanctions/conditions and Reports). <p>The outbound interface from eProbation sends four files to eCourt to process. The files contain the following:</p> <ul style="list-style-type: none"> • Presentence Investigation Report Document • Court Reports (violation report) • Case Assignment • Subsequent Probation to Court Exchange (Probation Completion Information) <p>The files are sent via SFTP to a secure site.</p>
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Vendor Name	Interface Category	Direction	Data Type	Data Location	Batch or Single	eSeries Trigger
	<ul style="list-style-type: none"> • Case Initiation • Warrant • Calendar Event Display • Probation • e2e • Other (Specify) 	<ul style="list-style-type: none"> • Inbound • Outbound 	<ul style="list-style-type: none"> • XML • TXT • CSV • PDF • JSON 	<ul style="list-style-type: none"> • API REST endpoint 	<ul style="list-style-type: none"> • Single Record 	<ul style="list-style-type: none"> • Data Trigger • File Trigger • Specify Entity:

Assignments

Client Contact	
JTI Project Manager	
JTI Interface Developer	
JTI Software Implementation Specialist	

Change Log

User Story/Mapping	Date	Change User Description	User

Interface Requirements and Mapping

Configuration

Development Environment Information:

- **Address:**
- **Username:** Have Client create a unique test user name/password in eSeries Security for this interface. API interface users should only be given API Only credentials. Do Not give Admin authority to an interface user. Store the username/password in Password State. A separate production username/password must be created. *Copy the permalink here for the file location in Password State.*
- **Password:**
- **Vendor application connection requirements:**

Inbound IP addresses narrow range for security.

System Properties:

Please note: We should never use IDM (internal document management) folders to house interface folders.

- System Property for error emails.

CMS User Properties:

Use CMS User properties for URLs, User names, and passwords for all interfaces.

eSeries configuration changes to be completed by the BA:

- SIS will create Workflow to initiate Business Rule.
 - Workflow name created

General Notes

Average number of records impacted per interface run:

Requirement

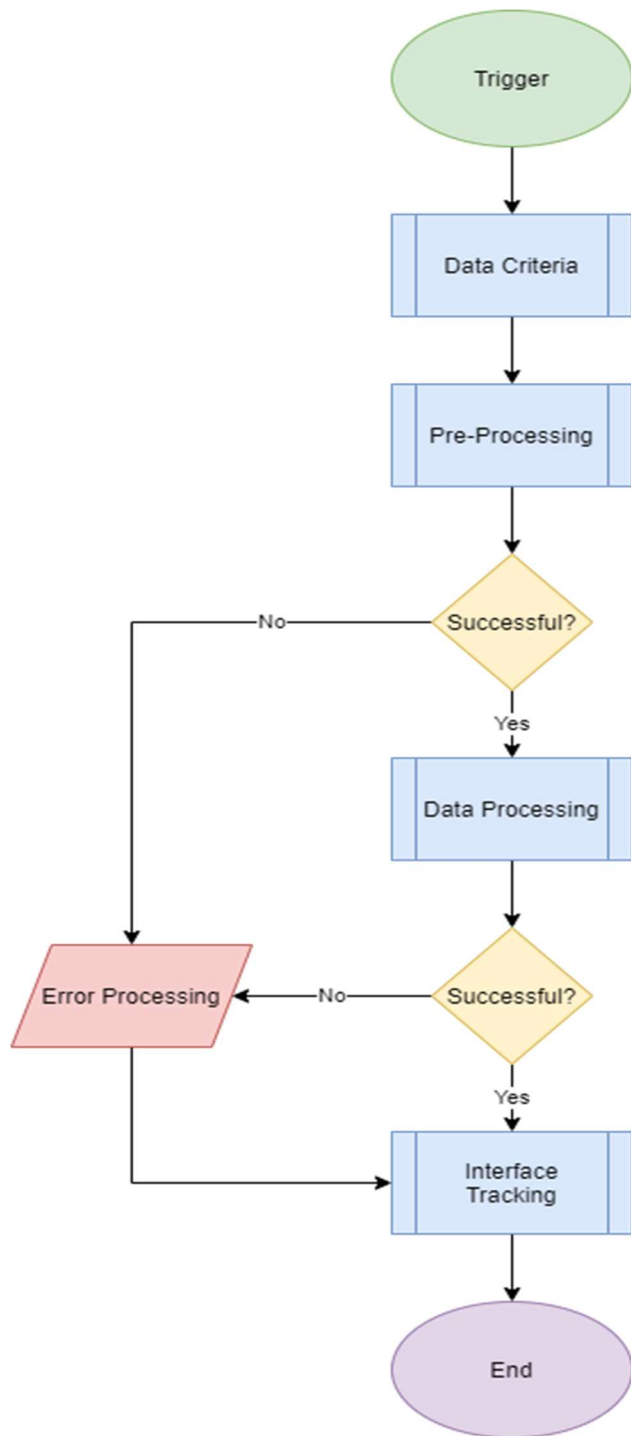
User Story Title	Story #	Requirement	Notes
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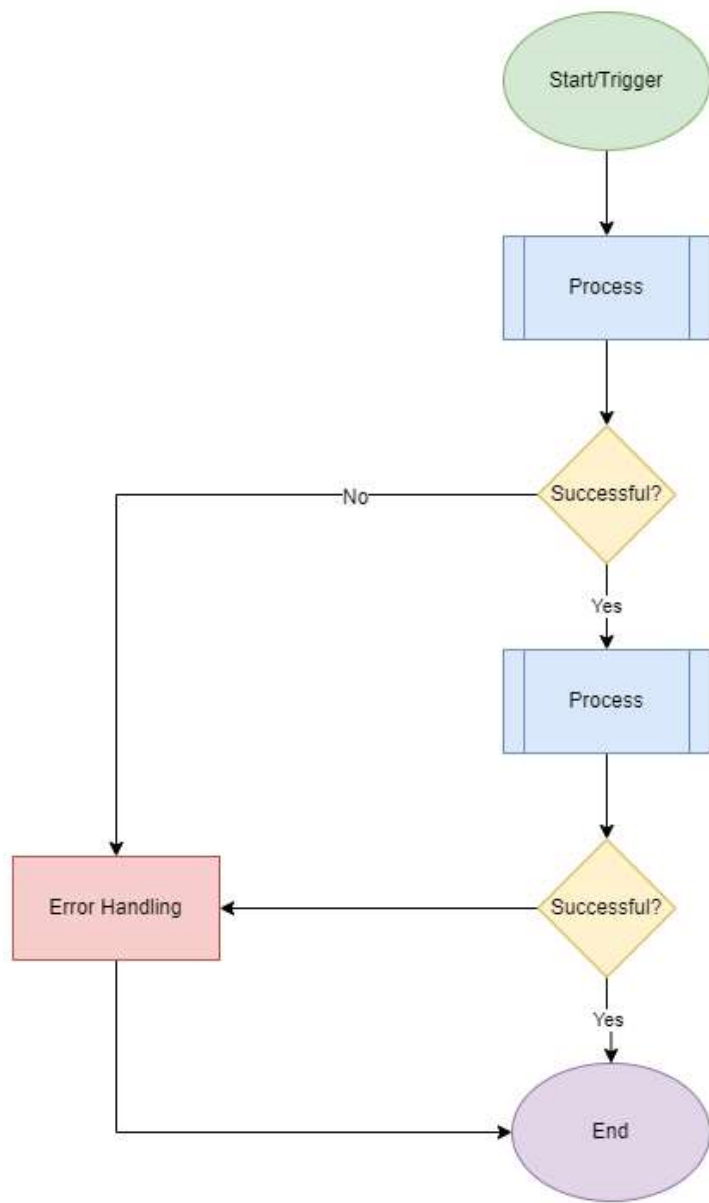
Trigger	1	The BA will configure a <Trigger Type> that initiates the interface. The workflow will pass the <field.id> to the interface.	<i>Identify the type of trigger that the Software Implementation Specialist will configure to initiate the Interface. This should match what was selected in the Interface Overview.</i>
Data Criteria	2		<i>Determine how data is filtered. This could be Entity, Case Type, Party Type, Tracking.Type, Tracking.Status, for example.</i>
Pre-Processing	3		<i>This is an optional section if you need to verify your data prior to processing. This could include Correct File Type, File format, Required data.</i>
	3.1		
Data Processing	4		<i>Reference the mapping provided. This section reviews the overall processing; whereas, the mapping documents the specific data fields. Consider Adds, Updates, and Expire. Also include error processing of each function.</i>
	4.1		
	4.2		
Error Processing	5		<i>Each story may have error processing. Use this section if there is an overall process that is to be followed. This could include error email requirements, report requirements, error responses from the vendor. Include the error handling of each function in the Data Processing section.</i>

Interface Tracking	6		<p><i>Interface tracking is the overall pass/fail of the interface run. The interface tracking detail can include specific data captured. Update this section then copy/paste it to the Requirement. This section should correspond to the Interface Tracking Tab of your mapping requirements.</i></p> <p><i>An Interface Tracking (ctlInterfaceTracking) record for [Interface Name] will be created and updated throughout the interface run.</i></p> <p><i>This record will track the execution date and time, files processed (batch size) and exceptions included. The memo field will store the (field) added/updated/deleted. Any errors will also be detailed.</i></p>
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Artifacts and Flows

Process Flow Diagram





Artifacts

File	Modified
PNG File InboundInterfaceWorkflow.png draw.io preview	
File InboundInterfaceWorkflow draw.io diagram	

Appendix B – Work Request Template

PROJECT INFORMATION

Project			
Date		Change # - Title	
JTI Representative		Customer Representative	

DELIVERABLE INFORMATION

Proposed Request
Journal Technologies Responsibilities
<ul style="list-style-type: none"> JTI will discuss the changes with the Court, to obtain an understanding of the requirements. JTI will document the proposed updates and receive approval from the Court. JTI will make all required configuration updates. JTI will unit test the updated configuration. JTI will resolve reported issues that align with the work request.
Customer Responsibilities
<ul style="list-style-type: none"> Customer will be responsible for providing and signing off on the new requirements. Customer will be responsible for testing the new requirements in the test environment. Customer will utilize change management (configuration management tool) to move the configuration to the production environment. Customer will validate the configuration in the production environment.
Completion Criteria
<ul style="list-style-type: none"> JTI has delivered the new configuration. Client testing cycle with JTI resolutions are complete. In the event additional changes to the requirements are introduced or additional time is necessary, a subsequent work request / statement of work will be required for assessment and customer consideration.
Cost Impact
The configuration is estimated at X hours of JTI professional services (oversight, analysis, configuration, testing). Actual hours will be tracked and invoiced. Invoices will be submitted based on the accrued hours.

APPROVALS

**JOURNAL TECHNOLOGIES
PROJECT MANAGER**

NAME: _____

SIGNATURE: _____ **DATE:** _____

**CUSTOMER
[TITLE]**

NAME: _____

SIGNATURE: _____ **DATE:** _____

EXHIBIT B – OUTSTANDING DELIVERABLES

Journal Technologies and Client entered into a preexisting professional services agreement dated June 29, 2017 (the “Original Agreement”). and into a preexisting software license, maintenance and support agreement dated June 28, 2018. Journal Technologies acknowledges and accepts it has certain obligations from the June 29, 2017 Original Agreement and from the June 28, 2018 agreement which remain outstanding and in need of fulfilment, identified below.

The parties acknowledge, agree and accept that notwithstanding this Agreement, the outstanding unfulfilled obligations of the June 29, 2017 Original Agreement, and of the software license, maintenance and support agreement dated June 28, 2018, set forth below, remain due and owing by Journal Technologies to the County Probation Department. The parties further acknowledge, agree and accept that the provisions of the June 29, 2017 Original Agreement, and of the software license, maintenance and support agreement dated June 28, 2018, related to these outstanding obligations remain in full force and effect until satisfied. The parties further acknowledge, agree and accept these outstanding and unfulfilled obligations as stated herein remain in effect and will be completed regardless of the change of environment from on premise to cloud based:

Outstanding Phase 1

1. Booking Roster Clean Up functionality
2. Workflows and Notifications

Scheduled for Phase 2

1. Replace Catalis (formerly Automon) CeSuite Application (Assessments, Planning, Programs)
2. Replace file management system (OPUS iNet)Application
3. Replace Offenderlink/Fieldware Application
4. Build and Implement Institutions Management system
5. Interfaces
 - (a) SRF
 - (b) JCPSS
6. Vendor Portal
7. Client Portal
8. Lobby/Reception Management

Exhibit C

Insurance

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.