

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 County of Solano, a political subdivision of the State of California, on behalf its Department of Information Technology and Probation Department (hereinafter “**Licensee**”), is made as of the date executed by both Licensor and Licensee (the “**Effective Date**”).

Whereas:

(a) Licensor (Journal Technologies, Inc.) and Licensee (namely the County Probation Department) entered into a preexisting professional services agreement (Original PSA) dated June 29, 2017; and

(b) Licensor has certain obligations from the Original PSA, which remain outstanding and in need of fulfilment and are identified in Exhibit B of a new Professional Services Agreement being entered to of even date herewith and referenced in Section 1.9, below (the “Remaining Work”); and

(c) Licensor and Licensee 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) Licensor has certain obligations from the June 28, 2018 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) Licensor 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 (the “DA Contract”); and

(f) To ensure consistency and clarity across contracts between Licensor and the County of Solano, Licensee wishes to enter into this Agreement, which is identical to the DA Contract, excepting the Remaining Work, and to minor differences accounting for unique aspects of the Solano County Probation Department, e.g. different User counts, and to have it fully supersede and replace the June 28, 2018 Original License 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 to the Professional Services Agreement; and

(f) The parties intend that this Agreement shall provide for the uninterrupted continuation of software licensing and related services previously performed under the Original License Agreement, consistent with the terms hereof.

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

1.6 **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").

1.7 **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.

1.8 **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.

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

1.10 **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.

1.11 **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.

1.12 **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, or (b) any other non-agency 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 an interface or 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, worldwide, 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 Effective Date. So as to continue alignment between the License Term and the existing billing cycle, the initial License Term shall continue until the end of the current billing cycle (June 30, 2026). Thereafter, the License Term shall continue for an additional period of five years, and may thereafter be renewed upon mutual written agreement between both the parties.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension. 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 Licensor, 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 Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, (d) permit any party access to the Licensed Software for purposes of programming against it, or (e) enable, allow or cause access to the Licensed Software by any artificial intelligence or automated program not provided by or expressly authorized by Licensor. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes to the Licensed Software or its database caused by the licensee or by any third-party artificial intelligence or automated program enabled by Licensee to access the Licensed Software; or (3) software scripts from being added to the Licensed Software or its database by the Licensee or by any

third-party artificial intelligence or automated program enabled by Licensee to access the Licensed Software. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor 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 Licensor or one of its agents or contractors). Section 6.2 (“Licensor Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor 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, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect 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 Licensor 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 Licensor 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. Given that Licensor will provide Hosted Services for the Licensed Software, Licensor will initiate Maintenance to Licensee’s hosted auxiliary environment and will alert Licensee that the Maintenance is ready to be applied to the production environment of the Licensed Software. After performing its own testing, Licensee will alert Licensor when it wishes to have Licensor apply provided Maintenance to the production environment of the Licensed Software. If Licensee elects not to have

Licensor apply Maintenance such that Licensee is not using one of the two (2) most recent generally available versions of the Licensed Software, and then Licensee requires assistance from Licensor in applying Maintenance to upgrade to a newer version, any such assistance will be provided pursuant to a Statement of Work governed by the terms of the Professional Services Agreement between the parties.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 4:00 am to 6:00 pm Pacific 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 throughout the License Term; additionally, bug fixes for the API/interfaces are available for ninety (90) days following Go Live. After this ninety (90) day period, any newly discovered API/interfaces bugs or defects will be assigned through the Support process for their root cause; if an upgrade of the Licensed Software is the root cause, then such API/interfaces bugs or defects shall be addressed as a Support item (i.e. resolved without additional cost), whereas if the API information exchange partner makes a change or an environmental factor results in a new bug or defect, any corrective action by Licensor may be subject to a subsequent Statement of Work under the Professional Services Agreement. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

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

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

3.3.3 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 exceed the definition of Support set forth herein, including without limitation newly requested configuration services, legislative updates and subsequent training following Go Live, may be provided pursuant to a Statement of Work governed by the terms of the Professional Services Agreement between 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 by Licensee that is inconsistent with this Agreement (for the avoidance of doubt the term “modification” here excludes any Licensee-specific configurations made to the core version of the Licensed Software by Licensor under the Professional Services Agreement), (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, 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. FURTHER, LICENSEE’S TOTAL LIABILITY WITH RESPECT TO CLAIM 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 LICENSOR FOR THE FIRST FIVE (5) YEARS OF THE LICENSE TERM. EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW, 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 MULTIPLIED BY (1.5x) THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST FIVE (5) 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 SERVICES PROVIDED FOR THEREIN EXCEED, IN THE AGGREGATE, ONE-AND-ONE-HALF MULTIPLIED BY (1.5x) THE TOTAL AMOUNT OF 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 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, including the Public Record Act, 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 not in dispute 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. (a) For Default: 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. (b) Non-Appropriation: Licensee may terminate this Agreement, or any part of the Agreement or the Statement of Work, without prejudice to any right or remedy of the Licensee, 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 Licensee may, upon written notice to Licensor, terminate this Agreement in whole or part

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: Danny Hemnani, CEO; and

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

To Licensee:

 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

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. 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

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 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.

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

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, 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 California 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.

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

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

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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:  _____
5B28543AE90F497...

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
LICENSE, MAINTENANCE AND SUPPORT FEES
AND HOSTING AND STORAGE FEES

Current Fees Paid Under Original Agreement: For the avoidance of doubt, Licensee has paid its annual License, Maintenance and Support Fees for the period of July 1, 2025 to June 30, 2026, in an amount totaling \$275,759.55 (for reference, see latest invoice attached to this Exhibit A). The next annual License, Maintenance and Support Fees shall be invoiced in accordance with the Agreement for the period July 1, 2026 to June 30, 2027.

1. Licensed Software: eProbation®. The annual License, Maintenance and Support Fees include eProbation Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.

2. Annual eProbation® License, Maintenance and Support Fees: \$275,759.55 plus applicable CPI not to exceed five (5) percent (for the period July 1, 2026 to June 30, 2027). These fees shall adjust for any CPI increase after the next year not to exceed five (5) percent), which includes:

- (a) eProbation Software licenses for up to a total of 250 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.12).
- (b) 50 additional licenses (i.e., 20% of agency Users) for unlimited use of the Licensed Software by other governmental agencies including those accessing the eSeries Software via interfaces (identified in Exhibit A of the Professional Services Agreement or in any future Statement of Work) or the Public Portal, (i.e., Users identified in clause (b) of such “User” definition).
- (c) 25 additional licenses (i.e., 10% of agency Users) for unlimited use of the Licensed Software via interfaces or the Public Portal by public Users (i.e., Users identified in clause (c) of such “User” definition).

For a total of up to 325 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 (incorporating Licensee’s then-current CPI-based cost adjustments), but subject in all events to a minimum User license count of 50. The pricing below reflects the CPI-adjusted per license rates applicable to Licensee as of the Effective Date

		Annual License, Maintenance and Support Fees	
User Groups*	User Licenses	Per License	For Group

1-50	50	\$ 1,239.37	\$ 61,969.57
51-100	50	991.49	49,574.55
101-200	100	867.55	86,755.08
201-500	300	619.69	185,907
501-1000	500	433.78	216,890

*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 not to exceed five (5) percent will automatically be applied to the annual License, Maintenance and Support Fees for each year of the eProbation License Term after the first year.

3. Annual eProbation® Hosting and Storage Fees: \$126,250 (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. The initial annual Hosting and Storage Fees shall be prorated so as to align with the then-current annual License, Maintenance and Support Fees (described in Section 2). To illustrate: If Licensee’s use of the Hosted Services in a live production capacity begins on October 1, 2026, then Licensee would be invoiced for a 9-month period (covering October 1, 2026 to June 30, 2027), to align with the remaining months of the then-current License, Maintenance and Support Fee billing cycle.

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 Licensor.

a. DOCUMENT STORAGE

1. PRICING/FEEES

Service	Price per month
Storage – Frequent Access Tier	\$0.093 per GB
Storage – Infrequent Access Tier	\$0.055 per GB
Storage – Archive Access Tier	\$0.0278 per GB

**Storage usage is calculated in binary gigabytes (GB), where 1GB is 1,073,741,824 bytes. This unit of measurement is also known as a gibibyte (GiB), defined by the International Electrotechnical Commission (IEC)*

2. PAYMENTS

Licensor shall bill Licensee for Document Storage at the end of each year of the License Term; provided, however, that Licensee’s total Document Storage usage reaches a threshold of two (2) TB, Licensee will begin receiving monthly invoices for Document

Storage. The storage threshold determining the timing of Licensee payments (annually or monthly) is subject to change throughout the course of the Agreement upon 30 days' notice.

Licensee has two options for paying these fees:

Option #1: Invoice

Licensee will be sent an invoice, either annually or monthly depending on Licensee's overall total Document Storage usage, for average daily storage usage. Licensee may use ACH to make its monthly Invoice Payments.

Option #2: Automated

If Licensee wishes to automatically pay for their Document Storage, Licensee may set up an automatic payment plan with Licensor.

B. DATABASE STORAGE

1. PRICING/FEES

Description	Price
First 1TB	Free
Cost per year for each additional TB	\$4,000

2. PAYMENTS

If database storage is either (i) expanded per Licensee approval or (ii) clients request purchase of additional storage, clients are invoiced immediately with the prorated rate calculated to the end of your annual license renewal period (i.e. the annual amount prorated to correspond to the remainder of the annual period). Thereafter the additional storage is billed annually along with the Hosting Fee.

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:

		Annual Hosting Fees (<i>Excluding document storage</i>)	
User Groups*	User Licenses	Per License	For Group
1-50	50	\$800	\$40,000
51-100	50	500	25,000

101-200	100	300	30,000
201-500	300	250	75,000
501-1000	500	200	100,000

*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 increase adjustment not to exceed five (5) percent.

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 period prior to Go Live, Licensee will pay a monthly fee defined in the cloud hosting migration Statement of Work (Exhibit A to the Professional Services Agreement).

Exhibit B - Source Code Escrow Agreement



IS2ex

Software Escrow Agreement

**This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.**

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
 - Complete client service
 - Fees Locked For the Initial Term
 - Physical or Electronic Deposits
 - Quarterly Deposits Included
 - No Additional Storage Fee
 - Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com**

This Software Source Code Escrow Agreement (“Agreement”), number 2738, effective as of the date signed by the Depositor (“Effective Date”), is made and entered into by InnovaSafe, Inc. (“InnovaSafe”), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Journal Technologies, Inc. successor in interest to Sustain Technologies, Inc. (“Depositor”), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

“Beneficiary” means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

“Beneficiary Enrollment Form” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

“Designated Beneficiary” means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

“Description of Escrow Deposit” means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

“Escrow Deposit” or *“Deposit”* means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

“License Agreement” means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

“Replacement” means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

“Software” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

“Source Code” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

“Update” means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative (“Designated Representative”) identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively “InnovaSafe”) from and against any losses, claims, damages, judgments, assessments, costs

and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, <http://www.innovasafe.com/update.html>.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1 st . St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia_nading@dailyjournal.com maryjoe.rodriguez@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: Gerald L. Salzman
Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY: John J. Stulman
Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

**EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738**

**THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT:
28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA**

The Ex. A can also be completed online at: <http://www.innovasafe.com/exhibitA.html>

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

Initial Deposit Update Deposit Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

Return OR Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

All or Specific Deposits (list here): _____

**EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738**

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for:	<input type="checkbox"/> Depositor	Party responsible for:	<input type="checkbox"/> Depositor
	Annual Deposit fee:	<input type="checkbox"/> Beneficiary	Annual Beneficiary fee:	<input type="checkbox"/> Beneficiary

Invoicing Contact (Required**):**

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

**EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738**

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary	Party responsible for: Annual Beneficiary fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	No Fee	
Traditional Escrow Annual Deposit Fee*		
▪ 1st Product	\$675	
▪ Additional Products – per product	\$350	
▪ Included Benefits and Services		
○ 4 Free Updates/Replacements		
○ Physical or Electronic Deposits		
○ Deposit Notification – all parties		
Annual Beneficiary Fee	\$200	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	\$995	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Basic Report	No Fee	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Detailed Report	\$95 per report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Dual Vaulting	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Account Status Reports - Quarterly	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Deposit Tracking - Quarterly	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ SafeAccess (24/7) Online Deposit History Only	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ FullAccess (24/7) Online Comprehensive	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ L1 Deposit Verification – Limited Only	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	Quote Only	
▪ L3 Verification – Comprehensive – per check	Quote Only	
Release Request Fee – per request	\$200	

**One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of \$_____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515

EXHIBIT C

INTENTIONALLY 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 a secure 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 Software as a Service (SaaS) for the hosting of Licensee data, in keeping with the definition of SaaS set forth in NIST Special Publication 800-145.
- 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, AWS monitoring, AWS dashboards) 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 be expanded in accordance with **Exhibit A** upon Licensee approval. If Licensee does not approve increased database storage space beyond one terabyte (1TB), such additional space will not be provisioned; Licensee will reduce its use as needed to remain within the allotted 1TB. In Licensor’s experience, 1TB is virtually always ample space for a customer’s database. Additional database storage may be pre-purchased at any time.
- f. Accept that each hosted instance allows for one (1) production environment and one (1) auxiliary environment. Additional environments requested by Licensee shall be subject to additional costs.
- g. Have and maintain the following workstation configuration requirements:

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum (8+ GB preferred)
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network	Secure internet connection
Operating system	Supported OS from Microsoft or Apple
Other required software and versions	Supported browser versions of Licensee’s choice from the following list: Microsoft IE, Microsoft Edge, Firefox, Google Chrome, Apple Safari. Java Runtime Environment 8 only for automated printing and scanning.
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)

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM PT). 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.

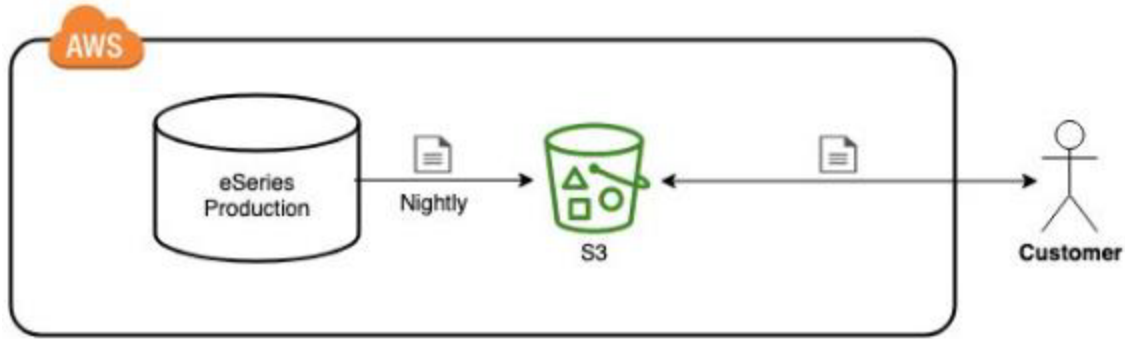
- b. *Extended Maintenance Outage.* If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.
- c. *Critical Security Maintenance.* The Hosted Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Licensee in the event a critical software vulnerability needs to be patched.

Licensor leverages world class cloud infrastructure provider Amazon Web Service (AWS) to host Licensee data and software. AWS provides 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.

DATABASE STORAGE

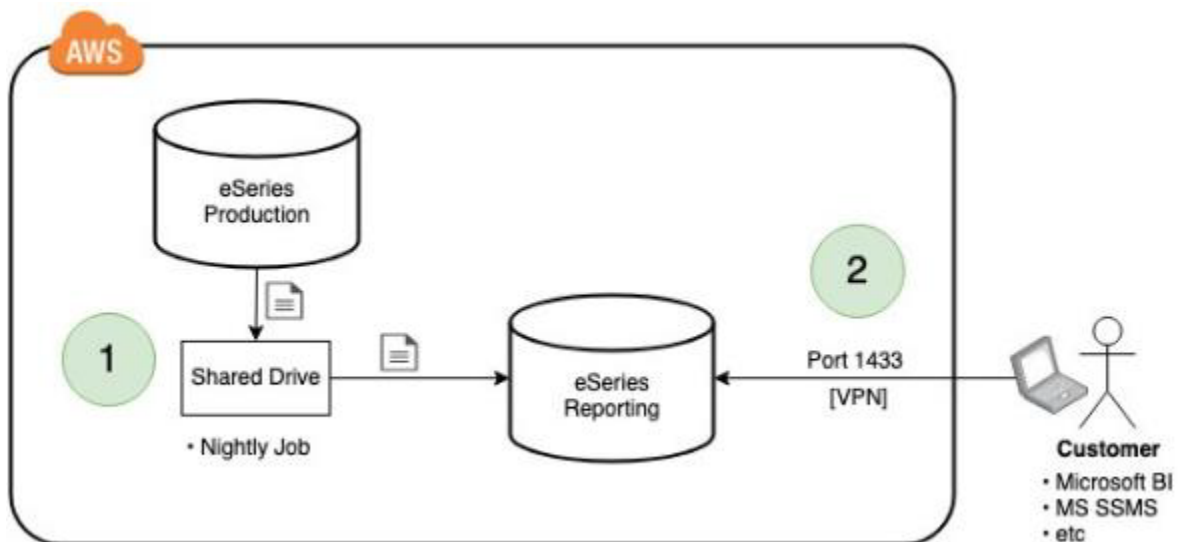
One terabyte (TB) of database storage is included with the hosting service. Additional database storage is always available and is automatically provisioned when required. At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and, if necessary and only following notice to and approval from Licensee (i) adjusts the storage cost for the next period and (ii) may retroactively bill the Licensor for the actual usage, per the database storage rate table in **Exhibit A**. Licensee acknowledges that if it does not approve increased database storage space beyond one terabyte (1TB) that such additional space will not be provisioned and Licensee will reduce its use as needed to remain within the allotted 1TB. In Licensor's experience, 1TB is virtually always ample space for a customer's database.

Nightly database backups are available to the Licensee upon request at no additional cost. Licensor will export data using standard data formats to a location the customer may download from AWS S3. Each day's copy overwrites the previous nights. These backups can be used at the Licensee's discretion such as running Business Intelligence tools such as Microsoft BI or Tableau. Licensee can also provide interfaces to other justice partner agencies, provided that Licensee must honor all non-disclosure terms of this Agreement as well as responsibilities associated with all applicable federal, state, and local laws in connection with data protection.



At Licensee’s election and for an additional cost (currently \$1,245 per month but subject to change upon 60 days’ notice), Licensee may pay for a second, dedicated database which is restored nightly with production data every 24 hours. The database is hosted by Licensor in our AWS GovCloud. With this option:

- Customers access the database via tools hosted on their own systems.
- Customers may only provide access to their own agency users (no 3rd party agencies).
- Journal Technologies does not provide support for the tools used by the Customer.
- Data storage counts against the Customer’s contractual allocation.
- Connects to BI Database Server via standard port 1433 through VPN.
- A maximum of 5 end-users per customer will be provided read-only access.



DOCUMENT STORAGE

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensor leverages world-class document storage solution AWS to store documents. Licensees are billed for the storage they use ("pay as you go") with no storage caps. The system is designed to optimize Licensee storage costs by automatically moving documents and objects to cost-effective access tiers without little performance impact or operational overhead.

Document storage incorporates three access tiers: *Frequent Access*, *Infrequent Access*, and *Archive Access*. Documents that have not been accessed for a minimum 30 days are automatically moved to the *Infrequent Access* tier. Documents that have not been accessed for a minimum 90 days are automatically moved to the *Archive Access* tier. If the Document is requested, it will be moved back to the *Frequent Access* tier and the lifecycle begins again.

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.

Copies of the systems complete document file store are available upon request for a transfer fee of \$40/Day + \$0.20 USD/GB with a minimum of 10 calendar days to complete extraction. Shipping and handling will be added. 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. Transfer fee is subject to price change throughout the course of this agreement, not to exceed the Bureau of Labor Statistics CPI increase for Client's region (West Region) for the period intervening any increase upon 60 days prior notice.

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/>

Data Security – Journal Technologies builds our hosted solution to meet data security standards and best practices set forth by the US Department of Justice Criminal Justice Information

Services (CJIS) Security Policy. We also reference *Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5* a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit - Journal Tech customers are hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJI is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

Security Testing – 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 a named user never uses, accounts running scripts they previously did not, etc.

Licensor undergoes monthly, internal penetration and vulnerability tests across our product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

Security Breach - A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Journal Technologies will follow its Security Incident Response Plan. If a verified security breach occurs Journal Technologies will promptly notify client IT representatives or CSO.

SOC 2 Type 2

Licensor has completed a System & Organization Control (SOC) 2 Type 2 audit, an independent third-party examination of Licensor's information security controls. Licensor can make available to Licensee Licensor's most recent SOC report (or, if desired by Licensee, additional historic reports) upon Licensee's request therefor, subject to the confidentiality provisions of this Agreement and any other procedures Licensor may deem necessary to protect the security of such reports.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee's property during and after the lifetime of the hosting contract. Licensor interaction with Customer Data strictly limited to supporting Licensee's operation.

DATABASE BACKUPS AND DISASTER RECOVERY

We backup your production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. We maintain fourteen days of archival data backup.

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

We snapshot your running Compute Instances (CI) once every 24 hours and rotate the CI backups every 14 days.

All backups and snapshots are encrypted at rest.

In a disaster scenario, should your compute instances in the primary availability zone cease to respond for two hours we begin to restore from backups and snapshots to a different availability zone.

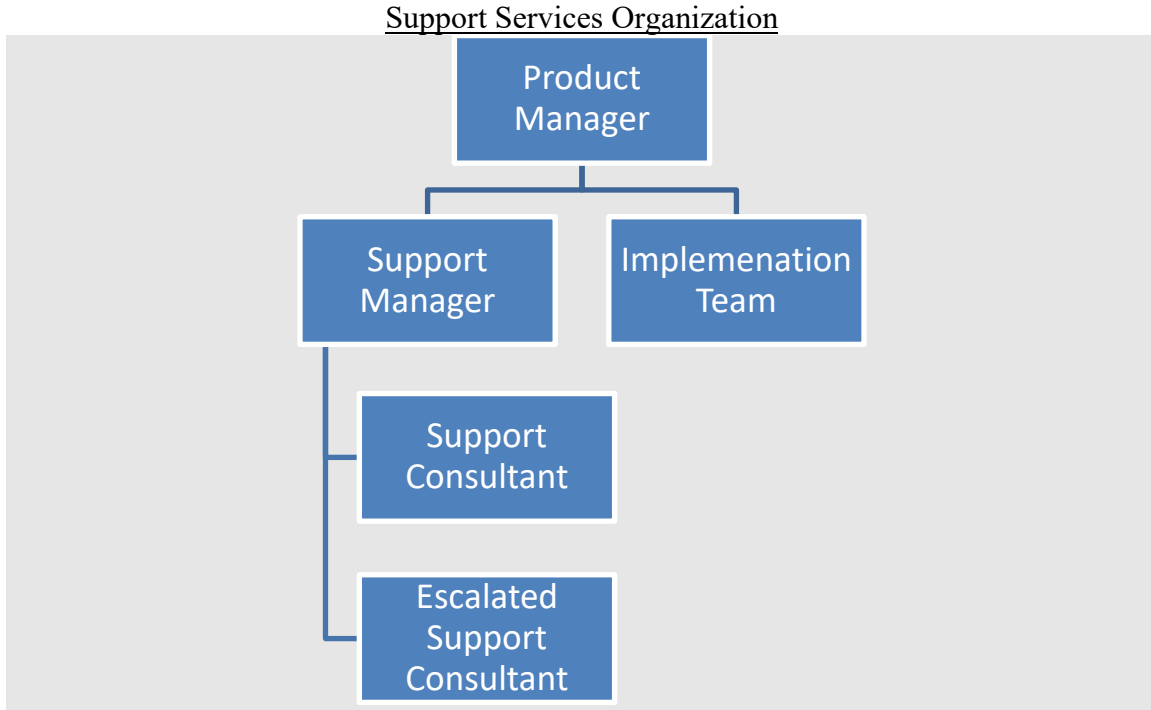
Our DR Restore Point Objective (RPO) is two hours or less and our Recovery Time Objective (RTO) is twenty-four hours or less

CLOUD MAINTENANCE

Journal Tech (i) installs operating system (OS) updates as needed during maintenance windows and (ii) install critical OS updates within 24-48 hours of a CVSS score of 7 or above.

Exhibit E - Service Level Agreement

In-house support staff are located in Logan, Utah and work closely with our implementation teams, and report to the same product manager.



Support Case Life Cycle

During the implementation, your JTI Support Manager will work closely with your implementation team and get to know your eSeries Administrators to help gain an understanding of processes, business rules, workflows and interfaces.

To ensure a smooth transition from Implementation to Support, there is a transitional period of about 90 days or more after your go-live where your Implementation Team will continue to provide support. Upon acceptance of your implementation project, where you are running stable, you will fully transition to Support. After your transition to Support, Implementation personnel will continue to be available via an escalation path to help provide solutions.

Your eSeries System Administrators and Help Desk personnel are trained during the implementation to maintain your JTI products and become the front line of support for your end users. A built-in help function provides context sensitive help as well. Your authorized Administrators can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases.

We are passionate about your phone calls never having to go to voicemail. Our streamlined call answering tree continues to roll over and expands to include additional staff.

All support issues are logged into a Support CMS, which stores customer information including contracts, go-live dates, designated eSeries administrators, etc. Every support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties and solution information. Case information is accessible online through our support portal.

We immediately acknowledge receipt of your request, including a case ID for call tracking purposes. If the request is categorized as “Critical” we will provide a solution through a service release in accordance with the Incident Response and Resolution table below.

Troubleshooting to obtain reproducible steps of a critical application error begins immediately. Troubleshooting for all other application errors are typically based upon priority categories (see “Incident” definition section below). We work closely with your eSeries Administrator while resolving each support request. When necessary, cases are escalated to our seasoned Escalated Team and then to the Development team as indicated in the subsequent Support Case Flow diagram. Nearly all issues can be resolved remotely, rarely requiring a need for onsite support. Onsite support is available when necessary.

We utilize numerous remote diagnostic tools to assist in solving support cases. Screen sharing tools are typically used for remote troubleshooting. These tools provide the advantage of remotely gathering system information, reconnecting after reboot, secure file transfers, and requesting escalated permissions when needed. Our applications log errors used for troubleshooting and debugging.

Data logging tables capture changes made to the database and may also be used for troubleshooting. Java Virtual Console monitors memory and thread usage, SQL Profiler traces, Tomcat access logging, Microsoft Windows Perfmon and others are common diagnostic tools used for troubleshooting.

Throughout this process your Support Manager and Consultant updates you on the progress. Also, automated notifications are sent with each status update.

Upon solution verification from your approved Administrator, the support case is time and date stamped as closed, and an automated notification is sent to your eSeries Administrators with the solution. (A link is included in all notifications to allow feedback to the Support Manager.)

Enhancements/Updates

Enhancements/new feature requests are submitted by your system administrator through the Customer Support Department. They are evaluated by JTI’s Product Owners and, if selected, the feature is made available in a future release.

You are eligible to receive software updates as part of your current maintenance. You will be notified of update availability through standard communication channels, website, support portal, or email. You will retain complete control of the timing and process of any updates. Updates are typically completed within one hour.

For cloud-hosted solutions, applying updates will be performed by JTI, and timing will be coordinated with and approved by your office. We will test and verify business processes in the new version to ensure they are fully operational in a non-production environment, perform a system/database backup, then schedule the production upgrade.

Because eSeries is configurable, changes to accommodate situations such as new legal requirements may be accomplished by your system administrator and/or IT Staff. The changes are generally completed in a non-production system, tested, then transferred to the production with little to no impact on case processing. New feature/configuration change requests submitted to JTI will be pursuant to a Statement of Work.

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

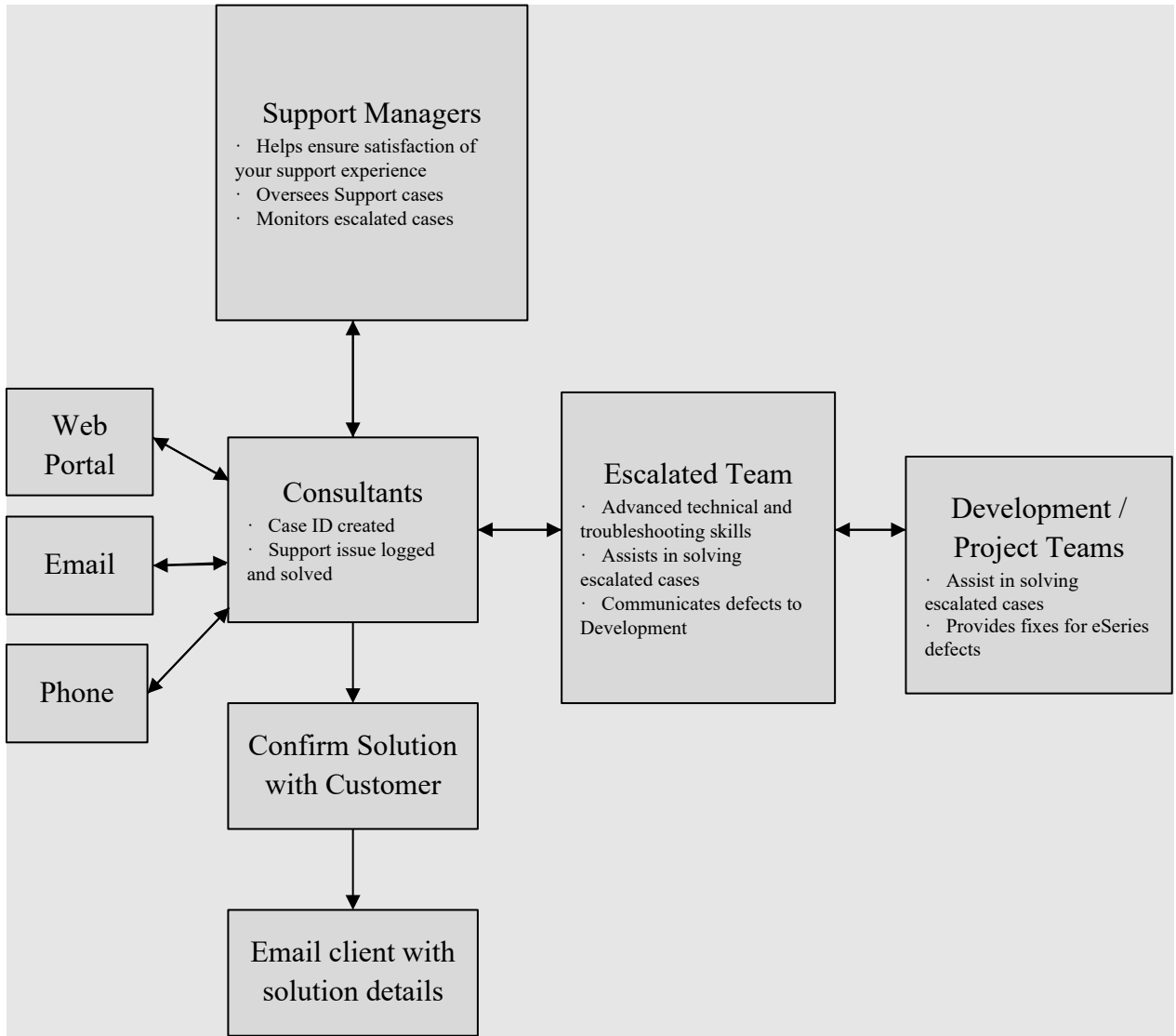
Rolling back an update requires restoring from the software and database backup that was made immediately prior to the upgrade.

Customer System Administrators

At least one authorized eSeries System Administrator is required, typically two to four; with a recommended maximum of five. These administrators are those you authorize to submit tickets to JTI Support. Additional internal support staff may be helpful to assist these system administrators.

System Administrators should have authority to make eSeries administrative decisions. Their skills should include a good understanding of daily processes and workflows for end-users, possess troubleshooting skills, knowledge of IT (networks, applications like Word and Outlook, browsers, etc.), and excellent communication skills (both written and verbal). During implementation, your authorized administrators should be trained on eSeries administration and software functionality.

Support Case Flow



Contact Information

Support is available from 5:00 a.m. to 6:00 p.m. Mountain time, Monday through Friday, except for U.S. federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension.

Products	Phone	eMail
eSeries	877-364-0120	eSeries-support@journaltech.com

eProsecutor, eDefender, eAttorney	877-364-0121	eProsecutor-support@journaltech.com eDefender-support@journaltech.com eAttorney-support@journaltech.com
eProbation, eSupervision, eDiversion, ePreTrial	877-364-0122	eProbation-support@journaltech.com eSupervision-support@journaltech.com eDiversion-support@journaltech.com ePreTrial-support@journaltech.com
eDelivery, eFiling, ePayIt	877-364-0123	eSeries-custom-support@journaltech.com eFiling-support@journaltech.com eDelivery-support@journaltech.com ePayit-support@journaltech.com hosting-support@journaltech.com support@journaltech.com

Customer Support/Training Program

The Continuing Education Program includes courses taught by implementation and development personnel, training guides, practical exercises, training videos, visits at customer sites and regular CJIS security awareness training.

Incident

An Incident is a disruption in the normal information flow or service with the software application. Each Incident will be classified in accordance with the below categories:

- 1-Critical: Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System, and for which no workaround exists.
- 2-High: Non-critical System failures: A fault that causes the System to not operate in accordance with Specifications, but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.
- 3-Medium: Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information.
- 4-Low: A minor fault causing the system not to operate in accordance with specifications, with no disruption to business activity. This category includes “Incidents” relating to environments other than production.

Incident Response and Resolution. JTI shall respond to requests for technical support received via one of the standard methods of contact. JTI shall provide a response and resolution based on the category of Incident within the time frames set forth below:

Work Type	Category	Response Goal (via Telephone)	Response Goal (email, internet)	Resolution Goal
Incident	1-Critical	Immediate	4 business hours	ASAP, but no more than 48 hours upon verification of steps to reproduce issue
Incident	2-High	Immediate	4 business hours	ASAP, but no more than 30 days upon verification of steps to reproduce issue
Incident	3-Medium	Immediate	4 business hours	ASAP, but no more than 90 days upon verification of steps to reproduce issue
Incident	4-Low	Immediate	4 business hours	ASAP, but no more than 180 days upon verification of steps to reproduce issue

A response within goal is an acknowledgement that JTI has received the Incident Report. It does not mean that the Incident has been satisfied.

Resolution Time does not include any time period(s) during which JTI is waiting on information, clarification or task completion by the customer.

Where resolution of an incident may depend upon changes being made by JTI's Product Development team to JTI's core software code, resolution of such incident may exceed the goals set forth above as reasonably made necessary by the inherent complexity of such changes

Support Services Staff

Support Manager

Our Support Manager oversees all support operations. He ensures the right staff are assigned to solve your case and monitors the progress of each case from his electronic case board. He also manages the training program for new employees and continuing education for current staff.

Support Consultants

Consultants answer and respond to phone calls, emails and Web Portal requests. They are responsible for case creation and tracking of all incidents and solving most incoming issues on the spot. They will help walk you through steps, troubleshoot problems, and provide all the information you need. When the problem is more complex, the issue will be escalated. However, the primary responsibility for the case remains with the Consultant.

Escalated Support

Escalated Support Technicians are seasoned members of the support team with advanced technical and troubleshooting skills. They assist in solving escalated cases and identify when an issue is categorized as a defect or a configuration issue. They work with Development to fix any defect. In addition, they take an active role in training and coaching the support team.